

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 145 PAGES	
2. CONTRACT NUMBER			3. SOLICITATION NUMBER ED-IES-15-R-0016		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY US Department of Education Contracts & Acq Mgt/Group B, 550 12th St SW - 7th Floor Washington DC 20202-4240			CODE CPOB		8. ADDRESS OFFER TO (If other than Item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
SOLICITATION								
9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 1:00 PM ET local time APR 05, 2016 (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL			A. NAME Jonathan Bettis			B. TELEPHONE (NO COLLECT CALLS) 202-245-6971		C. E-MAIL ADDRESS Jonathan.Bettis@ed.gov
11. TABLE OF CONTENTS								
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OFFER								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR			CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
					DUNS:			
15B. TELEPHONE NUMBER			<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION See Schedule			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 23004(c) () <input type="checkbox"/> 41 U.S.C 253(c) ()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM
24. ADMINISTERED BY			CODE		25. PAYMENT WILL BE MADE BY			CODE
26. NAME OF CONTRACTING OFFICER(Type or print)					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. (Must be fully completed by offeror)								

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STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Year 1 - FFP IT	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0002	Year 1 - FFP Non-IT	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0003	Year 1 - CPFF	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0004	Year 1 - CR Travel	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0005	Year 2 - FFP IT	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0006	Year 2 - FFP Non-IT	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0007	Year 2 - CPFF	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0008	Year 2 - CR Travel	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0009	Year 3 - FFP IT	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0010	Year 3 - FFP Non-IT	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0011	Year 3 - CPFF	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0012	Year 3 - CR Travel	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0013	Year 4 - FFP IT	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0014	Year 4 - FFP Non-IT	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0015	Year 4 - CPFF	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0016	Year 4 - CR Travel	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0017	Year 5 - FFP IT	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				
0018	Year 5 - FFP Non-IT	0.00	SE		

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Period of Performance: 01/03/2017 to 01/02/2022 Year 5 - CPFF	0.00	SE		
0020	Period of Performance: 01/03/2017 to 01/02/2022 Year 5 - CR Travel	0.00	SE		
	Period of Performance: 01/03/2017 to 01/02/2022				

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C. 1 302-2 SCOPE OF WORK (FEBRUARY 1985)

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work, Attachment A . This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract.

SECTION D
PACKAGING AND MARKING

D. 1 303-1 SHIPMENT AND MARKING (MARCH 1986)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(b) Ship deliverable items to:

(The name of the Contracting Officer's Representative to be inserted at time of award)

(c) Mark deliverables for: (The name of the Contracting Officer's Representative to be inserted at time of award)

SECTION E
INSPECTION AND ACCEPTANCE

E. 1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(Reference 52.246-4)

E. 2 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(Reference 52.246-5)

SECTION F
DELIVERIES OR PERFORMANCE

F. 1 52.242-15 STOP-WORK ORDER (AUG 1989)

(Reference 52.242-15)

F. 2 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)

(Reference 52.242-15 I)

F. 3 305-4 PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from January 3, 2017 to January 2, 2022 , inclusive of all specified deliveries and/or task work.

SECTION G CONTRACT ADMINISTRATION DATA

G. 1 3452.201-70 CONTRACTING OFFICER`s REPRESENTATIVE (COR) (MAY 2011)

(a) The Contracting Officer`s Representative (COR) is responsible for the technical aspects of the project, technical liaison with the contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the contracting officer.

(b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms, or conditions. Any contractor requests for changes shall be submitted in writing directly to the contracting officer or through the COR. No such changes shall be made without the written authorization of the contracting officer.

(c) The COR`s name and contact information: (To be inserted at time of award)

(d) The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the contractor by the contracting officer in writing.

(End of Clause)

G. 2 306-1b Invoice and Contract Financing Requests Submission - IPP (December 2013)

(a) Payments shall be rendered in accordance with the identified payment schedule(s), and any other incorporated payment clause(s), specified rates, and/or fixed price amounts.

(b) The contractor shall submit invoices electronically by means of the web-based system, Invoice Processing Platform (IPP) that can be accessed at: <http://www.ipp.gov/>. All submitted invoices must be accompanied by supporting documentation in accordance with the contract's terms and conditions. The supporting documentation shall be submitted in the following formats: Adobe Acrobat (pdf), Microsoft Word (doc), Pictures (jpeg), Microsoft Excel (excel), and Microsoft Outlook message (msg).

(c) Invoice Number Format - The format for the invoice shall be the contract number followed by the invoice number. The invoice number shall have no spaces, dashes, or other special characters. The invoice number cannot exceed 21 characters. Examples of acceptable invoice number formats are as follows:

Example 1, Definitive Contract:

Contract Number: ED-ABC-13-C-1234

Contractor's Invoice No.: 15897126341

IPP Invoice No.: EDABC13C1234158971263 (Note that the "-" characters were removed due to the requirement of not having special characters and the last two digits ["41"] from the contractor's invoice number were removed due to the 21 character limitation)

Example 2, Task/Delivery Order Contract:

Contract Number: ED-CDE-13-A-4567/0001

Contractor's Invoice No.: 158971263

IPP Invoice No.: EDCDE13A4567000115897 (Note that the "/" and "-" characters were removed due to the requirement of not having special characters and the last four digits ["1263"] from the contractor's invoice number were removed due to the 21 character limitation)

(d) If the Contractor has not already established an IPP account that is active, an IPP account will be automatically created on behalf of the Contractor. The automatically created IPP account will be issued to the Designated Primary Administrator, which will be the individual that has been identified in the "Accounts Receivable POC" Section of the Contractor's System for Award Management (SAM) registration located at <https://www.sam.gov/portal/public/SAM/>.

(e) Within ten (10) business days of the Contractor entering or updating the Accounts Receivable POC information within the Contractor's SAM registration, the Designated Primary Administrator will receive an email from the IPP Customer Support Team containing the Designated Primary Administrator's IPP username. Within 24 hours of receiving the initial email, the Designated Primary Administrator will receive a second email containing their IPP password. Once both emails have been received, the Designated Primary Administrator must log into IPP and complete the registration process.

(f) The Contractor's Designated Primary Administrator will be authorized to further designate other administrators under the Contractor's IPP account who may submit invoices on behalf of the Contractor.

(g) The Contractor must ensure that the "Accounts Receivable POC" Section of its SAM registration is accurate and up to date.

(h) In the event that an invoice is rejected, the contractor shall make the necessary corrections and resubmit the invoice by means of IPP. Any questions, concerns, or issues regarding the use of IPP should be directed to IPP Customer Support Team, as identified at <http://www.ipp.gov/>

G. 3 306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993)

(a) Pending the establishment of final indirect cost rates, as required by the clause entitled "Allowable Cost and Payment" FAR 52.216-7, the Contractor shall be reimbursed for its indirect costs on the basis of the negotiated provisional, or billing, rates as set forth below. Those rates shall remain in effect until the contract is modified to incorporate either negotiated final indirect rates, as directed by either paragraph (d) or (f) of the same clause, as applicable, or revised provisional indirect cost rates, as explained in paragraph (e).

(b) The provisional overhead rate(s) applicable to this contract:

TO BE FILLED IN AT TIME OF AWARD

SECTION H SPECIAL CONTRACT REQUIREMENTS

H. 1 3452.202-1 DEFINITIONS--DEPARTMENT OF EDUCATION (MAY 2011)

(a) The definitions at FAR 2.101 are appended with those contained in Education Department Acquisition Regulations (EDAR) 3402.101.

(b) The EDAR is available via the Internet at www.ed.gov/policy/fund/reg/clibrary/edar.html.

(End of Clause)

H. 2 3452.208-71 PRINTING (MAY 2011)

Unless otherwise specified in this contract, the contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract; except that performance involving the duplication of fewer than 5,000 units of any one page, or fewer than 25,000 units in the aggregate of multiple pages, shall not be deemed to be printing. A unit is defined as one side of one sheet, one color only (with black counting as a color), with a maximum image size of 10 3/4 by 14 1/4 inches on a maximum paper size of 11 by 17 inches. Examples of counting the number of units: black plus one additional color on one side of one page counts as two units. Three colors (including black) on two sides of one page count as six units.

(End of Clause)

H. 3 3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011)

(a) The Paperwork Reduction Act of 1995 applies to contractors that collect information for use or disclosure by the Federal government. If the contractor will collect information requiring answers to identical questions from 10 or more people, no plan, questionnaire, interview guide, or other similar device for collecting information may be used without first obtaining clearance from the Chief Acquisition Officer (CAO) or the CAO's designee within the Department of Education (ED) and the Office of Management and Budget (OMB). Contractors and Contracting Officers' Representatives shall be guided by the provisions of 5 CFR part 1320, Controlling Paperwork Burdens on the Public, and should seek the advice of the Department's Paperwork Clearance Officer to determine the procedures for acquiring CAO and OMB clearance.

(b) The contractor shall obtain the required clearances through the Contracting Officer's Representative before expending any funds or making public contacts for the collection of information described in paragraph (a) of this clause. The authority to expend funds and proceed with the collection shall be in writing by the contracting officer. The contractor must plan at least 120 days for CAO and OMB clearance. Excessive delay caused by the Government that arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the Excusable Delays or Default clause of this contract.

(End of Clause)

H. 4 3452.209-71 CONFLICT OF INTEREST (MAY 2011)

(a)

(1) The contractor, subcontractor, employee, or consultant, has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant

facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) Unequal access to information - A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

(ii) Biased ground rules - A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) Impaired objectivity - A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest.

An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

(End of Clause)

(a) Offerors are hereby put on notice that regardless of their use of the legend set forth in FAR 52.215-1(e), Restriction on Disclosure and Use of Data, the Government may be required to release certain data contained in the proposal in response to a request for the data under the Freedom of Information Act (FOIA). The Government's determination to withhold or disclose a record will be based upon the particular circumstance involving the data in question and whether the data may be exempted from disclosure under FOIA. In accordance with Executive Order 12600 and to the extent permitted by law, the Government will notify the offeror before it releases restricted data.

(b) By submitting a proposal or quotation in response to this solicitation:

(1) The offeror acknowledges that the Department may not be able to withhold or deny access to data requested pursuant to FOIA and that the Government's FOIA officials shall make that determination;

(2) The offeror agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by FOIA;

(3) The offeror acknowledges that proposals not resulting in a contract remain subject to FOIA; and

(4) The offeror agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under FOIA.

(c) Offerors are cautioned that the Government reserves the right to reject any proposal submitted with:

(1) A restrictive legend or statement differing in substance from the one required by the solicitation provision in FAR 52.215-1(e), Restriction on Disclosure and Use of Data, or

(2) A statement taking exceptions to the terms of paragraphs (a) or (b) of this provision.

(End of Provision)

H. 6 3452.224-70 RELEASE OF INFORMATION UNDER THE FREEDOM OF INFORMATION ACT (MAY 2011)

By entering into a contract with the Department of Education, the contractor, without regard to proprietary markings, approves the release of the entire contract and all related modifications and task orders including, but not limited to:

(1) Unit prices, including labor rates;

(2) Statements of Work/Performance Work Statements generated by the contractor;

(3) Performance requirements, including incentives, performance standards, quality levels, and service level agreements;

(4) Reports, deliverables, and work products delivered in performance of the contract (including quality of service, performance against requirements/standards/service level agreements);

(5) Any and all information, data, software, and related documentation first provided under the contract;

(6) Proposals or portions of proposals incorporated by reference; and

(7) Other terms and conditions.

(End of Clause)

H. 7 3452.224-71 NOTICE ABOUT RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011)

(a) Applicable Regulations. In accordance with Department of Education regulations on the protection of human subjects, title 34, Code of Federal Regulations, part 97 ("the regulations"), the contractor, any subcontractors, and any other entities engaged in covered (nonexempt) research activities are required to establish and maintain procedures for the protection of human subjects.

(b) Definitions.

(1) The regulations define research as "a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge." (34 CFR 97.102(d)). If an activity follows a deliberate plan designed to develop or contribute to generalizable knowledge, it is research. Research includes activities that meet this definition, whether or not they are conducted under a program considered research for other purposes. For example, some demonstration and service programs may include research activities.

(2) The regulations define a human subject as a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or

interaction with the individual, or obtains identifiable private information. (34 CFR 97.102(f)). The definition of a human subject is met if an activity involves obtaining--

(i) Information about a living person by--

(A) Manipulating that person's environment, as might occur when a new instructional technique is tested; or

(B) Communicating or interacting with the individual, as occurs with surveys and interviews; or

(ii) Private information about a living person in such a way that the information can be linked to that individual (the identity of the subject is or may be readily determined by the investigator or associated with the information). Private information includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information that has been provided for specific purposes by an individual and that an individual can reasonably expect will not be made public (for example, a school health record).

(c) Exemptions. The regulations provide exemptions from coverage for activities in which the only involvement of human subjects will be in one or more of the categories set forth in 34 CFR 97.101(b)(1)-(6). However, if the research subjects are children, the exemption at 34 CFR 97.101(b)(2) (i.e., research involving the use of educational tests, survey procedures, interview procedures or observation of public behavior) is modified by 34 CFR 97.401(b), as explained in paragraph (d) of this provision. Research studies that are conducted under a Federal statute that requires without exception that the confidentiality of the personally identifiable information will be maintained throughout the research and thereafter, e.g., the Institute of Education Sciences confidentiality statute, 20 U.S.C. 9573, are exempt under 34 CFR 97.101(b)(3)(ii).

(d) Children as research subjects. Paragraph (a) of 34 CFR 97.402 of the regulations defines children as "persons who have not attained the legal age for consent to treatments or procedures involved in the research, under the applicable law of the jurisdiction in which the research will be conducted." Paragraph (b) of 34 CFR 97.401 of the regulations provides that, if the research involves children as subjects--

(1) The exemption in 34 CFR 97.101(b)(2) does not apply to activities involving--

(i) Survey or interview procedures involving children as subjects; or

(ii) Observations of public behavior of children in which the investigator or investigators will participate in the activities being observed.

(2) The exemption in 34 CFR 97.101(b)(2) continues to apply, unmodified by 34 CFR 97.401(b), to--

(i) Educational tests; and

(ii) Observations of public behavior in which the investigator or investigators will not participate in the activities being observed.

(e) Proposal Instructions. An offeror proposing to do research that involves human subjects must provide information to the Department on the proposed exempt and nonexempt research activities. The offeror should submit this information as an attachment to its technical proposal. No specific page limitation applies to this requirement, but the offeror should be brief and to the point.

(1) For exempt research activities involving human subjects, the offeror should identify the exemption(s) that applies and provide sufficient information to allow the Department to determine that the designated exemption(s) is appropriate. Normally, the narrative on the exemption(s) can be provided in one paragraph.

(2) For nonexempt research activities involving human subjects, the offeror must cover the following seven points in the information it provides to the Department:

(i) Human subjects' involvement and characteristics: Describe the characteristics of the subject population, including their anticipated number, age range, and health status. Identify the criteria for inclusion or exclusion of any subpopulation. Explain the rationale for the involvement of special classes of subjects, such as children, children with disabilities, adults with disabilities, persons with mental disabilities, pregnant women, institutionalized individuals, or others who are likely to be vulnerable.

(ii) Sources of materials: Identify the sources of research material obtained from or about individually identifiable living human subjects in the form of specimens, records, or data.

(iii) Recruitment and informed consent: Describe plans for the recruitment of subjects and the consent procedures to be followed.

(iv) Potential risks: Describe potential risks (physical, psychological, social, financial, legal, or other) and assess their likelihood and seriousness. Where appropriate, discuss alternative treatments and procedures that might be advantageous to the subjects.

(v) Protection against risk: Describe the procedures for protecting against or minimizing potential risks, including risks to confidentiality, and assess their likely effectiveness. Where appropriate, discuss provisions for ensuring necessary medical or professional intervention in the event of adverse effects to the subjects. Also, where appropriate, describe the provisions for monitoring the data collected to ensure the safety of the subjects.

(vi) Importance of knowledge to be gained: Discuss why the risks to the subjects are reasonable in relation to the importance of the knowledge that may reasonably be expected to result.

(vii) Collaborating sites: If research involving human subjects will take place at collaborating site(s), name the sites and briefly describe their involvement or role in the research. Normally, the seven-point narrative can be provided in two pages or less.

(3) If a reasonable potential exists that a need to conduct research involving human subjects may be identified after award of the contract and the offeror's proposal contains no definite plans for such research, the offeror should briefly describe the circumstances and nature of the potential research involving human subjects.

(f) Assurances and Certifications.

(1) In accordance with the regulations and the terms of this provision, all contractors and subcontractors that will be engaged in covered human subjects research activities shall be required to comply with the requirements for Assurances and Institutional Review Board approvals, as set forth in the contract clause 3452.224-72 (Research activities involving human subjects).

(2) The contracting officer reserves the right to require that the offeror have or apply for the assurance and provide documentation of Institutional Review Board (IRB) approval of the research prior to award.

(g)

(1) The regulations, and related information on the protection of human research subjects, can be found on the Department's protection of human subjects in research Web site: <http://ed.gov/about/offices/list/ocfo/humansub.html>.

(2) Offerors may also contact the following office to obtain information about the regulations for the protection of human subjects and related policies and guidelines:

Protection of Human Subjects Coordinator
U.S. Department of Education
Office of the Chief Financial Officer
Financial Management Operations
400 Maryland Avenue, SW.
Washington, DC 20202-4331
Telephone: (202) 245 8090.

(End of Provision)

H. 8 3452.227-71 ADVERTISING OF AWARDS (MAY 2011)

The contractor agrees not to refer to awards issued by, or products or services delivered to, the Department of Education in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed by the Federal government or is considered by the Federal government to be superior to other products or services.

(End of Clause)

H. 9 3452.227-72 USE AND NON-DISCLOSURE AGREEMENT (MAY 2011)

(a) Except as provided in paragraph (b) of this clause, proprietary data, technical data, or computer software delivered to the Government with restrictions on use, modification, reproduction, release, performance, display, or disclosure may not be provided to third parties unless the intended recipient completes and signs the use and non-disclosure agreement in paragraph (c) of this clause prior to release or disclosure of the data.

(1) The specific conditions under which an intended recipient will be authorized to use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data subject to limited rights, or computer software subject to restricted rights must be stipulated in an attachment to the use and non-disclosure agreement.

(2) For an intended release, disclosure, or authorized use of proprietary data, technical data, or computer software subject to special license rights, modify paragraph (c)(1)(iv) of this clause to enter the conditions, consistent with the license requirements, governing the recipient's obligations regarding use, modification, reproduction, release, performance, display, or disclosure of the data or software.

(b) The requirement for use and non-disclosure agreements does not apply to Government contractors that require access to a third party's data or software for the performance of a Government contract that contains the 3452.227-73 clause, Limitations on the use or disclosure of Government-furnished information marked with restrictive legends.

(c) The prescribed use and non-disclosure agreement is:

Use and Non-Disclosure Agreement

The undersigned, _____, an authorized representative of the _____, (which is hereinafter referred to as the "recipient") requests the Government to provide the recipient with proprietary data, technical data, or computer software (hereinafter referred to as "data") in which the Government's use, modification, reproduction, release, performance, display, or disclosure rights are restricted. Those data are identified in an attachment to this agreement. In consideration for receiving such data, the recipient agrees to use the data strictly in accordance with this agreement.

(1) The recipient shall--

(i) Use, modify, reproduce, release, perform, display, or disclose data marked with Small Business Innovative Research (SBIR) data rights legends only for government purposes and shall not do so for any commercial purpose. The recipient shall not release, perform, display, or disclose these data, without the express written permission of the contractor whose name appears in the restrictive legend (the contractor), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these data to submit offers for, or perform, contracts with the recipient. The recipient shall require its subcontractors or suppliers, or prospective subcontractors or suppliers, to sign a use and non-disclosure agreement prior to disclosing or releasing these data to such persons. Such an agreement must be consistent with the terms of this agreement.

(ii) Use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data marked with limited rights legends only as specified in the attachment to this agreement. Release, performance, display, or disclosure to other persons is not authorized unless specified in the attachment to this agreement or expressly permitted in writing by the contractor.

(iii) Use computer software marked with restricted rights legends only in performance of contract number _____. The recipient shall not, for example, enhance, decompile, disassemble, or reverse engineer the software; time share; or use a computer program with more than one computer at a time. The recipient may not release, perform, display, or disclose such software to others unless expressly permitted in writing by the licensor whose name appears in the restrictive legend.

(iv) Use, modify, reproduce, release, perform, display, or disclose data marked with special license rights legends [To be completed by the contracting officer. See paragraph (a)(2) of this clause. Omit if none of the data requested is marked with special license rights legends].

(2) The recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these data from inadvertent release or disclosure to unauthorized third parties.

(3) The recipient agrees to accept these data "as is" without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding data specified in a contract for the performance of that contract.

(4) The recipient may enter into any agreement directly with the contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these data.

(5) The recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data received from the Government with restrictive legends by the recipient or any person to whom the recipient has released or disclosed the data.

(6) The recipient is executing this agreement for the benefit of the contractor. The contractor is a third party beneficiary of this agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the recipient or any other person to whom the recipient has released or disclosed the data, to seek damages from any breach of this agreement, or to otherwise enforce this agreement.

(7) The recipient agrees to destroy these data, and all copies of the data in its possession, no later than 30 days after the date shown in paragraph (8) of this agreement, to have all persons to whom it released the data do so by that date, and to notify the contractor that the data have been destroyed.

(8) This agreement shall be effective for the period commencing with the recipient's execution of this agreement and ending upon _____. The obligations imposed by this agreement shall survive the expiration or termination of the agreement.

Recipient's Business Name

Authorized Representative

Date

(End of Clause)

H. 10 3452.227-73 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2011)

(a) For contracts under which data are to be produced, furnished, or acquired, the terms limited rights and restricted rights are defined in the rights in data--general clause (FAR 52.227-14).

(b) Proprietary data, technical data, or computer software provided to the contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) Proprietary data with legends that serve to restrict disclosure or use of data. The contractor shall use, modify, reproduce, perform, or display proprietary data received from the Government with proprietary or restrictive legends only in the performance of this contract. The contractor shall not, without the express written permission of the party who owns the data, release, or disclose such data or software to any person.

(2) GFI marked with limited or restricted rights legends. The contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(3) GFI marked with specially negotiated license rights legends. The contractor shall use, modify, reproduce, release, perform, or display proprietary data, technical data, or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the use and non-disclosure agreement. The contractor shall modify paragraph (c)(1)(iii) of the use and non-disclosure agreement (3452.227-72) to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights.

(1) The contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of proprietary data, technical data, or computer software received from the Government with restrictive legends by the contractor or any person to whom the contractor has released or disclosed such data or software.

(2) The contractor agrees that the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the contractor, or any person to whom the contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of proprietary data, technical data, or computer software subject to restrictive legends.

(End of Clause)

H. 11 3452.228-70 REQUIRED INSURANCE (MAY 2011)

(a) The contractor shall procure and maintain such insurance as required by law or regulation, including but not limited to the requirements of FAR Subpart 28.3. Prior written approval of the contracting officer shall be required with respect to any insurance policy, the premiums for which the contractor proposes to treat as a direct cost under this contract, and with respect to any proposed qualified program of self-insurance. The terms of any other insurance policy shall be submitted to the contracting officer for approval upon request.

(b) Unless otherwise authorized in writing by the contracting officer, the contractor shall not procure or maintain for its own protection any insurance covering loss or destruction of, or damage to, Government property.

(End of Clause)

H. 12 3452.232-70 LIMITATION OF COST OR FUNDS (MAY 2011)

(a) Under the circumstances in FAR 32.704(a)(1), the contractor shall submit the following information in writing to the contracting officer:

- (1) Name and address of the contractor.
 - (2) Contract number and expiration date.
 - (3) Contract items and amounts that will exceed the estimated cost of the contract or the limit of the funds allotted.
 - (4) The elements of cost that changed from the original estimate (for example: labor, material, travel, overhead), furnished in the following order:
 - (i) Original estimate.
 - (ii) Costs incurred to date.
 - (iii) Estimated cost to completion.
 - (iv) Revised estimate.
 - (v) Amount of adjustment.
 - (5) The factors responsible for the increase.
 - (6) The latest date by which funds must be available to the contractor to avoid delays in performance, work stoppage, or other impairments.
- (b) A fixed fee provided in a contract may not be changed if a cost overrun is funded. Changes in a fixed fee may be made only to reflect changes in the scope of work that justify an increase or decrease in the fee.

(End of Clause)

H. 13 3452.237-70 SERVICES OF CONSULTANTS (MAY 2011)

Except as otherwise expressly provided elsewhere in this contract, and notwithstanding the provisions of the clause of the contract entitled "Subcontracts" (FAR 52.244-2), the prior written approval of the contracting officer shall be required--

- (a) If any employee of the contractor is to be paid as a "consultant" under this contract; and
- (b)
 - (1) For the utilization of the services of any consultant under this contract exceeding the daily rate set forth elsewhere in this contract or, if no amount is set forth, \$800, exclusive of travel costs, or if the services of any consultant under this contract will exceed 10 days in any calendar year.
 - (2) If that contracting officer's approval is required, the contractor shall obtain and furnish to the contracting officer information concerning the need for the consultant services and the reasonableness of the fee to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by the consultant to others for performing consultant services of a similar nature.

(End of Clause)

H. 14 3452.237-71 OBSERVANCE OF ADMINISTRATIVE CLOSURES (MAY 2011)

(a) The contract schedule identifies all Federal holidays that are observed under this contract. Contractor performance is required under this contract at all other times, and compensated absences are not extended due to administrative closures of Government facilities and operations due to inclement weather, Presidential decree, or other administrative issuances where Government personnel receive early dismissal instructions.

(b) In cases of contract performance at a Government facility when the facility is closed, the vendor may arrange for performance to continue during the closure at the contractor's site, if appropriate.

(End of Clause)

The following holidays are classified by the Office of Personnel and Management as Federal Holidays:

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

(a) Any system hardware, software, firmware, or networked component (voice, video, or data) developed, procured, or acquired in support or performance of this contract shall be capable of transmitting, receiving, processing, forwarding, and storing digital information across system boundaries utilizing system packets that are formatted in accordance with commercial standards of Internet protocol (IP) version 6 (IPv6) as set forth in Internet Engineering Task Force (IETF) Request for Comments (RFC) 2460 and associated IPv6-related IETF RFC standards. In addition, this system shall maintain interoperability with IPv4 systems and provide at least the same level of performance and reliability capabilities of IPv4 products.

(b) Specifically, any new IP product or system developed, acquired, or produced must--

(1) Interoperate with both IPv6 and IPv4 systems and products; and

(2) Have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

(c) Any exceptions to the use of IPv6 require the agency's CIO to give advance, written approval.

(End of Clause)

(a) The contractor and its subcontractors shall comply with Department security policy requirements as set forth in the "Bidder's Security Package: Security Requirements for Contractors Doing Business with the Department of Education" at www.ed.gov/fund/contract/about/bsp.html.

(b) The following are the contractor employee positions required under this contract and their designated risk levels:

High Risk (HR): NONE

Moderate Risk (MR): Website Developer

Research Assistant/Principal Investigator

Low Risk (LR): All other positions

(c) All contractor employees must undergo personnel security screening if they will be employed for 30 days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings." The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause.

(d) The contractor shall--

(1) Ensure that all non-U.S. citizen contractor employees are lawful permanent residents of the United States or have appropriate work authorization documents as required by the Department of Homeland Security, Bureau of Immigration and Appeals, to work in the United States.

(2) Ensure that no employees are assigned to high risk designated positions prior to a completed preliminary screening.

(3) Submit all required personnel security forms to the contracting officer's representative (COR) within 24 hours of an assignment to a Department contract and ensure that the forms are complete.

(4) Ensure that no contractor employee is placed in a higher risk position than that for which he or she was previously approved, without the approval of the contracting officer or the COR, the Department personnel security officer, and the Department computer security officer.

(5) Ensure that all contractor employees occupying high-risk designated positions submit forms for reinvestigation every five years for the duration of the contract or if there is a break in service to a Department contract of 365 days or more.

(6) Report to the COR all instances of individuals seeking to obtain unauthorized access to any departmental IT system, or sensitive but unclassified and/or Privacy Act protected information.

(7) Report to the COR any information that raises an issue as to whether a contractor employee's eligibility for continued employment or access to Department IT systems, or sensitive but unclassified and/or Privacy Act protected information, promotes the efficiency of the service or violates the public trust.

(8) Withdraw from consideration under the contract any employee receiving an unfavorable adjudication determination.

(9) Officially notify each contractor employee if he or she will no longer work on a Department contract.

(10) Abide by the requirements in Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings."

(e) Further information including definitions of terms used in this clause and a list of required investigative forms for each risk designation are contained in Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings" available at the Web site listed in the first paragraph of this clause.

(f) Failure to comply with the contractor personnel security requirements may result in a termination of the contract for default.

(End of Clause)

H. 18 3452.242-70 LITIGATION AND CLAIMS (MAY 2011)

(a) The contractor shall give the contracting officer immediate notice in writing of--

(1) Any legal action, filed against the contractor arising out of the performance of this contract, including any proceeding before any administrative agency or court of law, and also including, but not limited to, the performance of any subcontract hereunder; and

(2) Any claim against the contractor for cost that is allowable under the "allowable cost and payment" clause.

(b) Except as otherwise directed by the contracting officer, the contractor shall immediately furnish the contracting officer copies of all pertinent papers received under that action or claim.

(c) If required by the contracting officer, the contractor shall--

(1) Effect an assignment and subrogation in favor of the Government of all the contractor's rights and claims (except those against the Government) arising out of the action or claim against the contractor; and

(2) Authorize the Government to settle or defend the action or claim and to represent the contractor in, or to take charge of, the action.

(d) If the settlement or defense of an action or claim is undertaken by the Government, the contractor shall furnish all reasonable required assistance. However, if an action against the contractor is not covered by a policy of insurance, the contractor shall notify the contracting officer and proceed with the defense of the action in good faith.

(e) To the extent not in conflict with any applicable policy of insurance, the contractor may, with the contracting officer's approval, settle any such action or claim.

(f)

(1) The Government shall not be liable for the expense of defending any action or for any costs resulting from the loss thereof to the extent that the contractor would have been compensated by insurance that was required by law, regulation, contract clause, or other written direction of the contracting officer, but that the contractor failed to secure through its own fault or negligence.

(2) In any event, unless otherwise expressly provided in this contract, the contractor shall not be reimbursed or indemnified by the Government for any cost or expense of liability that the contractor may incur or be subject to by reason of any loss, injury, or damage, to the person or to real or personal property of any third parties as may arise from the performance of this contract.

(End of Clause)

H. 19 3452.242-71 NOTICE TO THE GOVERNMENT OF DELAYS (MAY 2011)

The contractor shall notify the contracting officer of any actual or potential situation, including but not limited to labor disputes, that delays or threatens to delay the timely performance of work under this contract. The contractor shall immediately give written notice thereof, including all relevant information.

(End of Clause)

H. 20 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (MAY 2011)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section

504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

(End of Clause)

H. 21 3452.243-70 KEY PERSONNEL (MAY 2011)

(a) The personnel designated as key personnel in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, or otherwise substituting any other personnel for specified personnel, the contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract effort. No diversion or substitution shall be made by the contractor without written consent of the contracting officer; provided, that the contracting officer may ratify a diversion or substitution in writing and that ratification shall constitute the consent of the contracting officer required by this clause. The contract shall be modified to reflect the addition or deletion of key personnel.

(b) The following personnel have been identified as Key Personnel in the performance of this contract:

Labor Category	Name
TBD	

(End of Clause)

H. 22 31.205.70 FOOD COSTS

No food may be provided under this contract or in association with this contract unless consent is provided below. The cost of food under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a food cost, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: the purpose of the event at which the food will be served, why the food is integral to fulfill a government requirement in the contract, and the proposed costs. The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to Not Applicable .

H. 23 31.205.71 TRAVEL COSTS

No invitational travel (defined as: Official government travel conducted by a non-federal employee in order to provide a "direct service" [i.e. presenting on a topic, serving as a facilitator, serving on a Federal Advisory Committee Act, or advising in an area of expertise] to the government) may be provided under this contract or in association with this contract unless consent is provided below. The cost of invitational travel under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a cost related to invitational travel, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: why the invitational travel cost is integral to fulfill a government requirement in the contract, and the proposed cost that must be in accordance with federal travel regulations . The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to travel in accordance with the contractor's Updated Annual Plan .

H. 24 307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985)

The Contractor shall not use any contract funds, or funds from other sources, to pay the travel expenses of, or a fee to, ED employees for lectures, attending program functions, or any other activities in connection with this contract.

H. 25 307-12 CONSENT TO SUBCONTRACT (AUGUST 1998)

Consent is hereby given to the contractor to subcontract with TBD in the amount stated in its final proposal revision.

H. 26 307-19 REDACTED PROPOSALS (DECEMBER 1998)

The contractor shall provide a redacted copy of its successful technical proposal to the Contracting Officer within five (5) days after contract award. The redacted proposal shall be suitable for release by the Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

H. 27 313.237-72 CLEARANCE OF CONFERENCES/MEETINGS (FEBRUARY 2015):

Any hotel/venue contract that the Contractor negotiates must be reviewed by and receive concurrence from a Conference Policy and Operations Team member prior to final agreement. All hotel/venue contracts shall be submitted electronically via email to the cognizant Contracting Officer's Representative, with a carbon copy to the Contracting Officer, who will ensure Conference Policy and Operations reviews the contract.

Complimentary Items "Comps": The Contractor does not have authority to negotiate or accept room upgrades for Department or Contractor staff. However, the Contractor is authorized to exercise its best efforts to obtain other Comps of necessary items/services that the Department would otherwise seek to procure in furtherance of the conference/meeting (i.e., meeting rooms, sleeping rooms, audio-visual equipment, etc.) Dual Compensation: Contractors are prohibited from receiving compensation from both the Department and any other source for conference planning performed pursuant to the terms of this Contract. If the Contractor receives any compensation from another source as a result of conference services performed for the Department, the Contractor shall report this compensation to the Contracting Officer and offset its invoice to the Department in an equal amount.

H. 28 316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)

The Department of Education (ED) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities. Under Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended), ED must ensure the accessibility of its programs and activities, specifically its obligation to acquire and use accessible electronic and information technology. ED maintains the manual, "Requirements for Accessible Software Design," to convey the accessibility needs of the Department to the developers and suppliers of computer applications. To comply with the provisions of this clause, the contractor may use the edition of the ED manual "Requirements for Accessible Software Design" in effect at the date of award of this contract or any more recent edition. A copy of the most recent edition of the manual may be found at

(a) Software delivered to or developed for ED--Except as provided in paragraph (b) or (c) of this clause, all software delivered to or developed for ED, under this contract, for use by ED's employees or external customers must meet all the requirements of the ED manual

"Requirements for Accessible Software Design." However, in accordance with paragraph (c) of this clause, the contracting officer may waive a particular requirement of the ED Manual, provided that ED's use of the software will meet the requirements of Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended).

(b) Software enhanced or modified for ED--Any enhancements and other modifications, made under this contract to software for use by ED's employees or external customers, are subject to the requirements of paragraph (a) of this clause, regardless of where or how the software was first developed. Except as otherwise specified elsewhere in the contract schedule, the contractor is only required to ensure that enhancements or modifications (not other, preexisting features or components) of the software fully comply with the accessibility requirements of paragraph (a). However, the contractor is encouraged point out any preexisting features or components that do not meet accessibility requirements and to suggest solutions to ensure the software complies.

(c) Waiver of requirements--It is recognized that new technologies may provide solutions that are not envisioned in or consistent with the provisions of the manual "Requirements for Accessible Software Design." Also, compliance with certain requirements of the manual may not be feasible for the particular software required. In such extraordinary circumstances, the contracting officer may grant a waiver, in writing, to any requirement of the manual or of this clause if it furthers a public interest of ED and will not significantly impair ED's ability to ensure accessibility of its programs and activities to all its employees and external customers, including individuals with disabilities. To request a waiver, the contractor shall notify the contracting officer in writing, listing the specific accessibility requirements that would not be met and explaining how the accessibility of a particular feature can be achieved by alternative means or why it is not feasible to make a feature of the software accessible.

(d) Condition of payment--The contractor agrees that compliance with the provisions of this clause upon delivery of the software to ED is a condition of payment under this contract.

SECTION I CONTRACT CLAUSES

I. 1 52.202-1 DEFINITIONS (NOV 2013)

(Reference 52.202-1)

I. 2 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 3 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(Reference 52.203-5)

I. 4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference 52.203-6)

I. 5 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Reference 52.203-7)

I. 6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(Reference 52.203-8)

I. 7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(Reference 52.203-10)

I. 8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

(Reference 52.203-12)

I. 9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

(Reference 52.203-13)

I. 10 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(Reference 52.203-17)

I. 11 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

(Reference 52.204-4)

I. 12 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(Reference 52.204-7)

I. 13 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)

(Reference 52.204-10)

I. 14 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)

(Reference 52.204-13)

I. 15 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)

(Reference 52.204-14)

I. 16 52.209-6 PROTECTING THE GOVERNMENT` INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

(Reference 52.209-6)

I. 17 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(Reference 52.209-9)

I. 18 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)

(Reference 52.209-10)

I. 19 52.210-1 MARKET RESEARCH (APR 2011)

(Reference 52.210-1)

I. 20 52.211-11 LIQUIDATED DAMAGES---SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(Reference 52.211-11)

I. 21 52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010)

(Reference 52.215-2)

I. 22 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

(Reference 52.215-8)

I. 23 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

(Reference 52.215-23)

I. 24 52.216-7 ALLOWABLE COST AND PAYMENT (JULY 2013)

(Reference 52.216-7)

I. 25 52.216-8 FIXED FEE (JUN 2011)

(Reference 52.216-8)

I. 26 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

(Reference 52.217-2)

I. 27 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

(Reference 52.217-8)

I. 28 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

(Reference 52.219-8)

I. 29 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014)--ALTERNATE II (OCT 2001)

(Reference 52.219-9 II)

I. 30 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(Reference 52.219-16)

I. 31 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (OCT 2014)

(Reference 52.219-28)

I. 32 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(Reference 52.222-2)

(The following clause shall apply as prescribed in FAR 22.202.)

I. 33 52.222-3 CONVICT LABOR (JUN 2003)

(Reference 52.222-3)

I. 34 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS --OVERTIME COMPENSATION (MAY 2014)

(Reference 52.222-4)

I. 35 52.222-17 {52.222-17} NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(Reference 52.222-17)

I. 36 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(Reference 52.222-21)

(The following clause shall apply as prescribed in FAR 22.8.)

I. 37 52.222-26 EQUAL OPPORTUNITY (APR 2015)

(Reference 52.222-26)

(The following clause shall apply as prescribed in FAR 22.1308.)

I. 38 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. [JUL 2014]

(Reference 52.222-35)

(The following clause shall apply as prescribed in FAR 22.1408.)

I. 39 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(Reference 52.222-36)

I. 40 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014)

(Reference 52.222-37)

I. 41 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(Reference 52.222-40)

I. 42 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT
(MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)

(Reference 52.222-43)

I. 43 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(Reference 52.222-50)

I. 44 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2012)

(Reference 52.222-54)

I. 45 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Reference 52.223-6)

I. 46 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(Reference 52.223-18)

I. 47 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

(Reference 52.224-1)

I. 48 52.224-2 PRIVACY ACT (APR 1984)

(Reference 52.224-2)

I. 49 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(Reference 52.225-13)

I. 50 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)

(Reference 52.227-17)

I. 51 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)

(Reference 52.228-7)

I. 52 52.230-2 COST ACCOUNTING STANDARDS (MAY 2014)

(Reference 52.230-2)

I. 53 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2014)

(Reference 52.230-3)

I. 54 52.230-5 COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (MAY 2014)

(Reference 52.230-5)

I. 55 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

(Reference 52.230-6)

I. 56 52.232-1 PAYMENTS (APR 1984)

(Reference 52.232-1)

(The following clause shall apply as prescribed in FAR 32.111(c)(2).)

I. 57 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

(Reference 52.232-9)

I. 58 52.232-11 EXTRAS (APR 1984)

(Reference 52.232-11)

I. 59 52.232-17 INTEREST (MAY 2014)

(Reference 52.232-17)

I. 60 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

(Reference 52.232-18)

(The following clause shall apply if the contract is incrementally funded.)

I. 61 52.232-22 LIMITATION OF FUNDS (APR 1984)

(Reference 52.232-22)

I. 62 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Reference 52.232-23)

I. 63 52.232-25 PROMPT PAYMENT (JUL 2013)

(Reference 52.232-25)

I. 64 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(Reference 52.232-33)

I. 65 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

(Reference 52.232-39)

I. 66 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

I. 67 52.233-1 I DISPUTES (MAY 2014)--ALTERNATE I (DEC 1991)

(Reference 52.233-1 I)

I. 68 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 52.233-3)

I. 69 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

I. 70 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(Reference 52.242-1)

I. 71 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

(Reference 52.242-4)

I. 72 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

I. 73 52.243-1 I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)

(Reference 52.243-1 I)

I. 74 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)

(Reference 52.243-2 I)

I. 75 52.244-2 I SUBCONTRACTS (OCT 2010)--ALTERNATE I (JUN 2007)

(Reference 52.244-2 I)

I. 76 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(Reference 52.244-5)

I. 77 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)

(Reference 52.244-6)

I. 78 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(Reference 52.246-25)

I. 79 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

(Reference 52.249-2)

I. 80 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(Reference 52.249-6)

I. 81 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(Reference 52.249-8)

I. 82 52.249-14 EXCUSABLE DELAYS (APR 1984)

(Reference 52.249-14)

I. 83 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/?q=/browse/far/52>

(End of Clause)

I. 84 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(Reference 52.252-6)

I. 85 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

I. 86 3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011)

(Reference 3452.208-72)

I. 87 3452.232-70 LIMITATION OF COST OR FUNDS (MAY 2011)

(Reference 3452.232-70)

I. 88 3452.242-70 LITIGATION AND CLAIMS (MAY 2011)

(Reference 3452.242-70)

I. 89 3452.224-72 RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011)

(a) In accordance with Department of Education regulations on the protection of human subjects in research, title 34, Code of Federal Regulations, part 97 ("the regulations"), the contractor, any subcontractors, and any other entities engaged in covered (nonexempt) research activities are

required to establish and maintain procedures for the protection of human subjects. The definitions in 34 CFR 97.102 apply to this clause. As used in this clause, covered research means research involving human subjects that is not exempt under 34 CFR 97.101(b) and 97.401(b).

(b) If ED determines that proposed research activities involving human subjects are covered (i.e., not exempt under the regulations), the contracting officer or contracting officer's designee will require the contractor to apply for the Federal Wide Assurance from the Office for Human Research Protections, U.S. Department of Health and Human Services, if the contractor does not already have one on file. The contracting officer will also require that the contractor obtain and send to the Department documentation of Institutional Review Board (IRB) review and approval of the research.

(c) In accordance with 34 CFR part 97, all subcontractors and any legally separate entity (neither owned nor operated by the contractor) that will be engaged in covered research activities under or related to this contract shall be required to comply with the requirements for assurances and IRB approvals. The contractor must include the substance of this clause, including paragraph (c) of this clause, in all subcontracts, and must notify any other entities engaged in the covered research activities of their responsibility to comply with the regulations.

(d) Under no condition shall the contractor conduct, or allow to be conducted, any covered research activity involving human subjects prior to the Department's receipt of the certification that the research has been reviewed and approved by the IRB. (34 CFR 97.103(f)). No covered research involving human subjects shall be initiated under this contract until the contractor has provided the contracting officer (or the contracting officer's designee) a properly completed certification form certifying IRB review and approval of the research activity, and the contracting officer or designee has received the certification. This restriction applies to the activities of each participating entity.

(e) In accordance with 34 CFR 97.109(e), an IRB must conduct continuing reviews of covered research activities at intervals appropriate to the degree of risk, but not less than once a year. Covered research activities that are expected to last one year or more are therefore subject to review by an IRB at least once a year.

(1) For each covered activity under this contract that requires continuing review, the contractor shall submit an annual written representation to the contracting officer (or the contracting officer's designee) stating whether covered research activities have been reviewed and approved by an IRB within the previous 12 months. The contractor may use the form titled "Protection of Human Subjects: Assurance Identification/Certification/Declaration of Exemption" for this representation.

For multi-institutional projects, the contractor shall provide this information on its behalf and on behalf of any other entity engaged in covered research activities for which continuing IRB reviews are required.

(2) If the IRB disapproves, suspends, terminates, or requires modification of any covered research activities under this contract, the contractor shall immediately notify the contracting officer in writing of the IRB's action.

(f) The contractor shall bear full responsibility for performing as safely as is feasible all activities under this contract involving the use of human subjects and for complying with all applicable regulations and requirements concerning human subjects. No one (neither the contractor, nor any subcontractor, agent, or employee of the contractor, nor any other person or organization, institution, or group of any kind whatsoever) involved in the performance of such activities shall be deemed to constitute an agent or employee of the Department of Education or of the Federal government with respect to such activities. The contractor agrees to discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise, as an independent contractor without imputing liability on the part of the Government for the acts of the contractor and its employees.

(g) Upon discovery of any noncompliance with any of the requirements or standards stated in paragraphs (b) and (c) of this clause, the contractor shall immediately correct the deficiency. If at any time during performance of this contract, the contracting officer determines, in consultation with the Protection of Human Subjects Coordinator, Office of the Chief Financial Officer, or the sponsoring office, that the contractor is not in compliance with any of the requirements or standards stated in paragraphs (b) and (c) of this clause, the contracting officer may immediately suspend, in whole or in part, work and further payments under this contract until the contractor corrects such noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing.

(h) The Government may terminate this contract, in full or in part, for failure to fully comply with any regulation or requirement related to human subjects involved in research. Such termination may be in lieu of or in addition to suspension of work or payment. Nothing herein shall be construed to limit the Government's right to terminate the contract for failure to fully comply with such requirements.

(i) The regulations, and related information on the protection of human research subjects, can be found on the Department's protection of human subjects in research Web site: <http://ed.gov/about/offices/list/ocfo/humansub.html>. Contractors may also contact the following office to obtain information about the regulations for the protection of human subjects and related policies and guidelines:

Protection of Human Subjects Coordinator
U.S. Department of Education
Office of the Chief Financial Officer
400 Maryland Avenue, SW.
Washington, DC 20202-4331
Telephone: (202) 245-8090.

(End of Clause)

I. 90 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES
(MAY 2011)

(Reference 3452.242-73)

SECTION J
LIST OF ATTACHMENTS

J. 1 309-1a LIST OF ATTACHMENTS (APRIL 1984)

Attachment A - Performance Work Statement

J. 2 Attachment A - Performance Work Statement

Performance Work Statement

I. Purpose and Authorizing Legislation

The U.S. Department of Education (the Department) intends to enter into a 60-month contract with a qualified entity to serve as the Regional Educational Laboratory (REL) for each of nine regions. See Appendix A for the names of the regions and their constituent states or jurisdictions. The REL will be part of a program of 10 Regional Educational Laboratories authorized under the Education Sciences Reform Act (ESRA) of 2002, Part D, Section 174, (20 U.S.C. 9564). The REL program is administered by the National Center for Education Evaluation and Regional Assistance (NCEE) at the Institute of Education Sciences (IES)¹.

Authorizing legislation directs the RELs to carry out applied research and development, disseminate findings from scientifically-valid research, provide support for using research in education decision making, and coordinate their activities with other federally-funded technical assistance entities (such as the Comprehensive Centers and the Equity Assistance Centers). RELs serve state education agencies (SEAs), local education agencies (LEAs), state and local school boards, and schools funded by the Bureau of Indian Affairs, as appropriate. RELs are required to allocate no less than 25 percent of their resources to meeting the needs of rural areas, as defined by the U.S. Census Bureau. Each REL has a Governing Board that provides strategic direction, including helping to prioritize which regional needs should be the focus of the REL's work. A Governing Board is comprised of the region's chief State school officers or their designees and other regional education stakeholders. Because REL work is carried out under contract to the Department, REL products and services must be completed to the quality specifications required by IES.

II. Background

Over the past decade, the REL program has contributed to a significant cultural change that continues to gain momentum in education – namely, the increasing focus on basing education decisions on high-quality research evidence. Evidence-based decision making in education has bipartisan support at the national level. Since 2002, the Department has made significant investments in an infrastructure to support building and using research evidence in education. In addition to offering the REL program, the Department has provided substantial support to states to develop longitudinal K-12 data systems; supported pre-doctoral and post-doctoral training of researchers capable of conducting rigorous studies; awarded grants for research ranging from exploratory and correlational studies to large-scale studies of effectiveness; conducted rigorous evaluations of federal programs; and established the What Works ClearinghouseTM (WWC) to search for, review, and summarize findings from studies of effectiveness in education. With the National Science Foundation, the Department's Institute of Education Sciences articulated a set of Common Guidelines for Research and Development in Education (IES & NSF, 2013). Since

¹ <http://www2.ed.gov/policy/rschstat/leg/PL107-279.pdf>

2008, the Department has added evidence-related requirements to a growing number of discretionary grant programs, of which the Investing in Innovation program is the most prominent example.

During this time, there arguably was more progress in training highly-skilled education researchers and producing high-quality research than in plainly communicating research results and providing support to policymakers and practitioners² to engage with research and evidence, either as research partners or research consumers. The 2012-2017 REL program sought to address the disconnect between researchers and practitioners through researcher-practitioner partnerships known as *research alliances*. Research alliances were defined³ in the Performance Work Statement (PWS) as groups of practitioners, policymakers, and researchers who work together over time to use data and research to better understand and address a particular education concern. REL research alliances typically involved cross-state membership, groups of districts within a single state, or both state education agencies and several districts. The premise of this approach was that partnerships of researchers, practitioners, and policymakers would result in high quality research studies and products that answered pressing practical questions, communicated findings in plain-spoken but technically precise ways, were engaging and actionable for practitioners, and — most important — built the capacity in states and districts to apply research results.

The Department intends for the 2017-2022 REL program to build on and extend its recent history of high-quality research, genuine partnership, and effective communication. Therefore, the 2017-2022 RELs are tasked with conducting rigorous research, working in partnership with state and district staff, and effectively communicating about research. **In addition**, the Department expects the RELs to apply these capabilities to *high-leverage education problems* in their regions. High-leverage problems are those that (1) if addressed could result in substantial improvements in education outcomes for many students or for key subgroups of students; (2) are priorities for regional policymakers, particularly at the state level; and (3) require research or research-related support to address well. Focusing on high-leverage problems increases the likelihood that REL support ultimately will contribute to improved student outcomes.

RELs conduct three types of activities

ESRA charges RELs with three main activities: (1) applied research; (2) dissemination of scientifically-valid research; and (3) technical assistance related to application and use of scientifically-valid research. While there are not always bright dividing lines between these three activities (for example, a research activity may also include support or training for staff at state or local education agencies), these categories are useful as general descriptors of activities that

² Throughout this PWS, we refer to policymakers and practitioners. Our working definition of *policymaker* is an individual who has the authority to make policy choices for an education system. This definition, then, reasonably includes members of state or local boards of education, state education officials, and superintendents. Our working definition of *practitioner* is an individual whose responsibilities primarily are to carry out education practice, rather than to set broad policies. Practitioners, then, would include school principals, instructional coaches, and teachers. Our purpose in providing these working definitions is to indicate the various types of partners and audiences for REL activities.

³ See:

<https://www.fbo.gov/index?s=opportunity&mode=form&id=1918ddb4c35fe795cb256350128f1365&tab=documents&tabmode=list>

RELs may undertake to inform and increase the capacity of policymakers and practitioners in their regions to access, conduct, interpret, and apply research.

Applied research

ESRA describes applied research as specifically directed to the advancement of practice in education. The law implicitly contrasts applied research with *basic research*, which does not necessarily have immediate or obvious implications for practice. The Department envisions the applied research of the RELs as *use-inspired research*⁴ -- that is, research that seeks to solve practical problems but also, to the extent possible, advances fundamental understandings of education problems and processes. Whether basic or applied, quality research is informed by prior empirical and theoretical work and seeks to add new knowledge to that body of work. Importantly, research is concerned with generalizing results to multiple contexts. Research may involve careful descriptions of patterns, examination of associations, or rigorous empirical testing of models and hypotheses. In the education context, research addresses complex questions about teaching, learning, organization of schools and systems, education access, and education attainment. These characteristics separate *research* from other forms of information-gathering, such as compiling facts or statistics, documenting policies without analysis or scholarly interpretation, or generating and reporting on performance indicators.

Dissemination of research findings

In ESRA, dissemination is characterized as the “communication and transfer” of research findings in ways that are “understandable, easily accessible, and usable, or adaptable for use in the improvement of educational practice.” RELs are to facilitate the flow of actionable, credible, up-to-date research evidence (and information, ideas, and approaches that are clearly based on credible research evidence) among researchers, practitioners, and policymakers. The Department emphasizes that it does not envision a “transmission” model in which the “experts” (i.e. researchers) convey information to non-researchers. Rather, REL dissemination is to facilitate the wide sharing of research evidence and research-related information to spark new ideas, introduce individuals to others working on similar issues, and reduce unnecessary duplication. In an age when information is ubiquitous and readily transmitted, the value-added of the RELs is that they are *honest brokers* and *effective synthesizers* of information. The Department’s goal is for the “REL brand” of dissemination to convey quality, objectivity, timeliness, and engaging opportunities to learn and connect with others.

The Department recognizes that dissemination activities, *on their own*, are unlikely to bring about deep and lasting improvements in education practice. This is because changes in organizational and instructional routines and practices typically require more intensive support than can be provided in presentations, workshops, webinars, or other relatively brief interactions. But dissemination can alert policymakers and practitioners to new findings and approaches and, ideally, to resources that can support deeper engagement in content. To help audiences go beyond learning about research to applying research, RELs also are charged with providing more

⁴ Pasteur’s Quadrant: Basic Science and Technological Innovation by Donald E. Stokes (1997). Washington, D.C.: The Brookings Institution

intensive, targeted training, coaching, and technical support to stakeholders, which is discussed below.

Training, coaching, and technical support for use of research

ESRA uses the term “technical assistance” to characterize a broad area of work that RELs conduct to support use of research evidence in practice and policy, including work to select and test solutions, improve classroom instruction and student learning, and assess programs. In the 2012-2017 RELs, this area of work was called “analytic technical assistance” to distinguish it from assistance for policy and program development and implementation offered by other federal education technical assistance centers. In this contract, the Department is calling this work **training, coaching, and technical support (TCTS) for research use**. A wide variety of activities and partnership models are allowable within this general area of work, but all must be designed intentionally to increase the capacity of individuals and/or organizations, and, when appropriate, the education research sector (see discussion of capacity-building later in this introductory section). The content of activities conducted within this area of work must be carefully assessed against the research base. Further, unlike the “light touch” envisioned by dissemination, these activities imply more extensive, ongoing, or customized support to meet the needs of particular stakeholders. Some of these activities are services that do not result in tangible products for wide distribution. However, published products for a broad audience such as guides, toolkits, or videos that arise from technical support activities are allowable in this area of work.

Examples of training, coaching, and technical support include but are not limited to: in-person or virtual consultation or training on research design, data collection or analysis, or approaches for selecting or adapting research-based interventions to new contexts; in-depth training or workshops on instructional approaches supported by rigorous research, including preparation of materials for these trainings or workshops; informal reviews of studies against WWC standards⁵ (see subtask 5.4); acting as a thought partner when evaluating a program or initiative, and reference searches in response to questions submitted by stakeholders through the Ask-A-REL service (see subtask 5.5).

Supporting use of research evidence and *building research evidence* are defining features of REL work. Training, coaching, and technical support activities should build capacity for creating, accessing, interpreting, or applying research evidence. Though a key goal of research in education is promotion of evidence-informed policy making and practice, it is not within the mission of the REL to recommend, advocate for, or design policies.

Bridging Research and Practice in Education

The REL program serves as a bridge between the worlds of education research and education practice. Though these worlds share a common desire to improve education outcomes, they often differ in their incentive structures, time constraints, priorities, and communication practices.

⁵ The What Works Clearinghouse standards are available at http://ies.ed.gov/ncee/wwc/pdf/reference_resources/wwc_procedures_v3_0_standards_handbook.pdf.

More than any other research-related program at the Department, the REL and its staff must be able to navigate comfortably between the two worlds and must understand the norms and requirements of both research and practice in education. Specific examples of how this requirement must be met include:

- **Demonstrating rigor and relevance:** The REL shall conduct research to the high standards expected by IES. However, the REL also shall be committed to co-creation and implementation of research agendas with its education partners and skilled at communicating research findings in an easily accessible manner to busy practitioners.
- **Differentiating support based on need:** The REL shall be able to provide its region with access to the most sophisticated research expertise. However, it also shall offer support on basic, introductory-level data and research topics when needed.
- **Providing information in the short term, and developing evidence over the long term:** The REL shall respond to immediate needs of practitioners and policymakers for products to inform decisions, usually within a short time horizon. However, REL researchers shall craft research projects so that they also make empirical and theoretical contributions to long-term, enduring issues in education research.
- **Address local issues that can also benefit the nation:** The REL shall respond to regional needs for research, dissemination, and technical support as articulated by its education stakeholders. However, as much as possible, it also shall design its activities to benefit practitioners and policymakers throughout the entire country. To the extent possible, the REL shall craft its work to address the research needs of local partners while also informing broader scholarly and policy debates.

Clientele

The primary clients for the REL are the state and local education agencies, state and local boards of education, and schools funded by the Bureau of Indian Affairs in its region. However, to maximize the benefit of REL resources, the Department encourages RELs to consider how secondary clients can benefit from work initially designed to meet the needs of a primary client. Secondary clients include other education stakeholders in a region, such as parents, students, and the general public; a national audience of other state and local education agencies or boards of education; teacher and leader preparation programs; and education researchers throughout the country.

III. TOPICAL PRIORITIES

Priorities for the REL are described throughout this PWS, especially under Tasks 3, 4, and 5 where especially encouraged activities are listed. The Department emphasizes that the REL is to work on high-leverage issues in its region, as defined in Section II. However, to the extent possible, the Department also encourages the REL and its region to address the following four topics: (1) early childhood education and school readiness; (2) college and career readiness; (3) professional development and teacher preparation to deliver effective instruction, informed by

the most credible, up-to-date research; and (4) increasing education access and attainment in high needs communities, schools, and subgroups of students. This set of priorities is offered as general encouragement. To the extent possible, the REL and its region should address these topics if they meet the regional needs, are high-leverage topics, and meet the other qualifications described throughout this performance work statement.

IV. EXPECTATIONS FOR IMPLEMENTATION OF THE REL

1. **The Department expects the REL to make efficient and effective use of its resources for greatest impact and broad benefit.**

First and foremost, the REL serves its region by learning about, prioritizing, and addressing regional needs. The REL's Governing Board, which includes but is not limited to the State chief or designee from each state in the region, helps the REL allocate its resources to various activities in the region and ensure equitable distribution of work across the jurisdictions. Governing Board members also can help the REL make connections with other regional and national entities that can co-sponsor, extend, or amplify the REL's work in order to reach new audiences within the region. However, as directed in authorizing legislation, the REL also must seek to address national priorities (see Section III) and to benefit education policymakers and practitioners across the entire country.

Expectation: The REL shall thoughtfully and strategically use its resources to generate the greatest good for the greatest number of individuals and entities, both in the region and across the country. The first way that RELs shall accomplish this is through identifying *high-leverage education problems* on which to work, drawing on careful assessment of regional needs and opportunities and on the guidance of their Governing Boards. High-leverage problems are those that (1) if addressed could result in substantial improvements in education outcomes for many students or for key subgroups of students; (2) are priorities for regional policymakers (particularly at the state level); and (3) require research or research-related support to address well.

A second way that the REL shall use its resources strategically, efficiently, and in a non-duplicative manner is to involve larger audiences by offering virtual dissemination and technical support activities and making them widely available through electronic means. Vastly improved telecommunications networks already have allowed the REL program to invite a broad, national audience to participate in virtual events, either synchronously or asynchronously. To the extent possible, REL activities shall be recorded, archived, and posted in a user-friendly manner (for example, by breaking a long presentation into shorter segments) for later viewing by those who could not attend the event in-person. Videos from webinars and events held by the 2012-2017 RELs are posted on IES's YouTube site.⁶ The Department anticipates that telecommunications capacity, including social media opportunities and electronic applications, will continue to evolve and improve during this contract cycle. The REL shall keep abreast of and take full advantage of these anticipated improvements to involve new audiences, engage them more

⁶ The YouTube site can be found at this link: https://www.youtube.com/channel/UCRUCjPehBxFO6lfZDqq_f7g.

deeply in generating and using research, and make REL products and activities widely accessible.

Third, the REL shall develop collaborations and partnerships with non-partisan regional and national entities that share the REL's goal of increasing use of research evidence in education. These partnerships can allow costs to be shared and new audiences to learn about resources provided by the REL program. Examples of entities with which RELs may be able to partner are professional organizations that seek to improve instruction in particular school subjects; organizations that support principals, superintendents, or school boards; research and development (R&D) centers funded by IES; and other federally supported technical assistance entities.

Fourth, the REL shall make the most effective use of program dollars by creatively and strategically "getting more" from each technical support activity or report. Examples of "getting more" may include, but are not limited to:

- Formatting and sharing research-related materials such as surveys and codebooks for use by other states or localities.
- Creating a model analysis for a particular state or local education agency, and then offering opportunities for additional agencies to receive support for conducting a similar analysis, using research questions, variable definitions, and table shells developed for the original study.
- Widely sharing training materials and creating facilitators' guides that enable others to offer similar training without "reinventing the wheel."
- Producing companion documents or materials that present findings or ideas for different audiences.

2. The Department expects the REL to involve research experts in relevant content areas.

Through its dissemination and technical support, the REL is charged with enabling practitioners and policymakers to learn about and apply the most credible, up-to-date research in education. In turn, through its research projects, the REL adds new evidence to the body of research knowledge.

Expectation: The REL shall involve researchers with significant, demonstrated scholarly expertise in content areas relevant to the work it undertakes. These experts provide REL stakeholders with a broad and deep perspective on what is known and what still is not settled in a research field. Content experts also enable the REL to frame important research questions that both address immediate needs for evidence and advance knowledge more broadly.

For dissemination activities, the REL shall engage researchers with national reputations in the relevant content area. Lead authors of REL reports shall have demonstrated expertise in the content area being addressed by the report, ideally shown through a substantial portfolio of

published work in that area. Since no single entity is likely to possess all of the expertise needed for the content needs of its region, the Department expects that the REL shall seek content expertise from a variety of sources, including other universities or firms, and shall adjust its mix of content expertise as new regional needs arise.

3. The Department expects the REL's research to be methodologically rigorous.

The REL program is the Department's primary and most comprehensive source of research support for state and local education agencies.

Expectation: The REL shall conduct a full range of types of studies to respond to regional needs. These include descriptive studies, correlational analyses, literature reviews, and studies of effectiveness. When called upon by its regional stakeholders, the REL also shall produce sophisticated technical analysis related to measurement and statistical modeling. For example, the 2012-2017 REL program produced studies of the validity and reliability of educator evaluation measures and systems, predictive validity of assessments, effects of modeling choices on schools identified as exceeding expectations, and usefulness of alternative statistical methods for estimating student risk of failure.

For research on the effectiveness of programs, policies, or practices, the REL shall prioritize research designs that involve randomization, with the goal of meeting WWC standards without reservations. With a compelling justification, and on a case-by-case basis, the Department will allow the REL to conduct low-cost, quasi-experimental studies that are designed to meet WWC standards with reservations.

All REL reports shall carefully document assumptions, data, and analytic methods, explain what can and cannot be concluded from the analysis, and indicate the limitations of the study. Regardless of study type, all REL studies will be peer reviewed for technical rigor as well as for relevance to a policymaker or practitioner audience and readability (see Appendix B Section I). IES determines and administers the peer review process for all REL products.

Methodologically rigorous research can take time to design, implement, and be scrutinized by peers for quality. This represents a conundrum for researchers as they seek to engage with the faster-paced world of education policy and practice. The Department recommends that RELs divide large research projects into smaller sub-projects that can be released sequentially, as appropriate. For example, some of the 2012-2017 RELs produced sequences of publications that included a literature review (report #1); early findings (report #2); and the full study (report #3).

4. The Department requires the REL's products to be clear, engaging, and actionable for the intended audience, with appropriate brevity.

In response, education researchers have begun to organize, write, and design reports and graphics to make research questions and findings easier to understand. They also are using alternative formats – such as infographics, videos, and podcasts -- to highlight major findings and spark audience interest.

Expectation: The REL shall present research findings and technical support materials in clear and engaging ways. Over the course of the contract, the REL shall continuously identify and implement improvements to its presentation of research findings and technical assistance materials, drawing on customer feedback, the research base on effective communication, and embedded experiments as appropriate. The 2012-2017 REL program made important strides in producing concise reports that were organized to make the research questions and findings clear without sacrificing documentation of methods. For example, the main text of REL reports was limited to 20 pages, with accompanying appendices as needed. For reference, see the 2012-2017 REL Style Guide,⁷ as this will be the minimum expectation for research reporting. Offerors should note that federal law requires agencies to use plain language in all written communications. The Department interprets this to mean that research-related materials authored under contract to the government must use plain language.⁸

5. The Department expects the REL to focus on capacity-building.

Fundamentally, the role of the REL is to work in such a way that the state and local education agencies in its region have notably more capacity to use research evidence to inform education decision making than they would have had without this support. This means that the REL must give careful attention to how its work is expected to change attitudes, build skills, and increase knowledge of research evidence. In the context of the REL program, *building capacity* can be conceptualized as having three dimensions.

Building individual capacity. Staff members at state and local education organizations bring varying levels of experience, knowledge, and skills to education decision making. A critical role of the REL is to further enhance existing human capital in state and local education agencies, building from whatever the starting point is among agency partners. The logic of the REL program is that state and local education agency staff who are better able to access, understand, interpret, critique, generate, and apply data and research are essential to education improvement.

Building organizational capacity. State and local education agencies are more than collections of individuals, each with a specific set of capacities. Rather, agencies are complex systems with their own organizational routines and technical solutions. Building organizations' capacity to use research may involve work such as development of tools, routines for collecting and analyzing data to answer research questions, and models for regularly evaluating the effects of policies and practices.

Building education research sector capacity. In the process of building individual and organizational capacity as described above, the REL can build the capacity of the education research sector by modeling reciprocal and productive researcher-practitioner partnerships; contributing to denser and more cost-effective dissemination networks, by co-sponsoring

⁷ The REL Program Writers and Style Guide can be found here:

http://ies.ed.gov/ncee/edlabs/relresources/pdf/REL_Program_Writers_and_Style_Guide_05262015.pdf

⁸ Information about the government's Plain Language guidelines is available at: <http://www.plainlanguage.gov/index.cfm>.

learning opportunities with professional organizations and other federally-funded entities; and modeling and advancing the effective communication of research findings.

Expectation: The REL shall carry out its work intentionally and strategically so as to increase the skills, knowledge, commitment, effectiveness of organizational routines, and quality of tools of its education partners. Every activity of the REL shall be assessed through the following lens: *Is this activity likely to build capacity, and if so, what kind of capacity, how, and for whom?*

6. The Department expects the REL to engage in genuine, reciprocal partnerships with regional stakeholders.

The REL model brings together people with disparate areas of expertise and interest to produce research, technical support, and learning opportunities that can be genuinely useful to education practitioners and policymakers. Productive REL partnerships build on the varied knowledge, skills, experiences, and networks of the partners. To serve their regions, REL leadership and staff must engage in an ongoing way with key education partners in order to understand needs and priorities as articulated by those partners and to receive feedback on whether REL products and services have met those needs.

Partnership implies mutual respect and recognition between the REL and its regional partners. The REL looks to regional stakeholders for strategic direction, knowledge of the context, and priority setting. However, the REL is not to serve as a research assistant to state or local education agencies, nor is it the role of the REL to respond to large-scale, last-minute requests by stakeholders. Instead, with the guidance of its Governing Board (see Subtask 2.1), the Department expects that the REL will balance and prioritize competing needs and opportunities in the region and will develop a coherent, integrated, well-planned set of activities to address high-leverage problems. The REL must draw on the professional judgment and expertise of its staff in research, communication, and training to identify which course of action is most feasible, most likely to make a contribution to research and practice, and most cost-effective.

As described above, during the 2012-2017 REL contract cycle, REL work was conducted primarily through *research alliances*. Some research alliances involved a cross-state membership; others involved partnerships of districts; still others included both the state agency and several of its districts. Some alliances were newly formed, while in other instances RELs partnered with previously established groups.

These research alliances met face-to-face or virtually over a sustained period of time, were organized around a topic and a set of goals, and were the primary audience for RELs' research and training activities.

In feedback on the REL program submitted to the Department in response to a July 2014 call for public comment, respondents were unanimous in support of the partnership that research alliances sought to build. Benefits of research alliances include research, dissemination, and technical support of more immediate relevance to practitioners and policymakers and a built-in primary audience for REL products. Research alliances required that RELs build trust with their partners and take time to listen to their education concerns.

However, a number of respondents who provided feedback argued that research alliances were not the only format in which genuine partnership can flourish, and the Department agrees with this perspective. Therefore, in the 2017-2022 REL contracts, *partnership* with education practitioners and policymakers is no less important than for the 2012-2017 RELs but is defined more broadly than *research alliances* were under the 2012-2017 REL contracts.

Expectation: The Department expects that, at all times throughout the contract, the REL will work with at least two research alliances, as defined above. However, outside of the context of research alliances, partnering may take various forms. The structure of partnership is less important than the characteristics embodied by the partnership. Partnerships – including but not limited to research alliances – shall demonstrate the following features, at a minimum:

- **Clear, specific, and actionable goals for improvement of some aspect of education.** Research, training, and dissemination are intended to inform decisions and actions in education. These decisions and actions shall be related to a goal determined by the members of the partnership. Partnerships with unclear, vague goals are unlikely to lead to evidence-informed decisions and action.
- **Clear strategies for building the capacity of members of the partnership, building on a clear definition of the capacities to be built.** Among other goals they may adopt, partnerships shall aim to enhance the skills of researchers to conduct research that is more relevant and useful to educators and policymakers and shall aim to enhance the knowledge and skills of educators and policymakers to implement more research-based policies and practices and to use data to inform practice and policy.
- **A coherent agenda of work supported by the REL, including clear links to partnership goals and a plan for carrying out the work.** *Coherent agendas* involve activities that build on and relate to each other. Activities may build on previous work of the partnership and/or may be a set of related work carried out at about the same time.
- **A commitment to collaborate on one or more substantial projects involving applied research or training, coaching, and technical support for research.** Partnerships may be short-term or long-term, depending on their goals. However, even relatively short-lived partnerships shall involve at least one substantial project, such as a research report, a set of workshops, or a complex technical support activity.
- **Regular communication with partners.** Regular communication between the REL and its partners is essential to plan and receive feedback on ongoing work and to identify new opportunities and challenges.

Partnerships that meet these criteria may become *research alliances* along the lines of those carried out by the 2012-2017 RELs. However, another example of a partnership would be

sustained work over time with single office at a state education agency that is charged with addressing a high-leverage issue.

Partnerships do not necessarily need to include data or research offices. However, partnerships should include all stakeholders who are necessary to facilitate any applied research or training, coaching, or technical support that the partnership would like to undertake. For example, if a research project proposed by a partnership requires access to data from a state office of postsecondary education, that office should be invited to join the partnership.

7. The Department expects the REL to coordinate and collaborate with other REL and non-REL entities.

ESRA requires that RELs coordinate with each other in a networked program and that they coordinate with other federally-funded centers and technical assistance entities, including Research and Development (R&D) centers funded by IES. Key purposes for this coordination are to share information, ideas, and lessons learned; to enable each type of technical assistance entity to focus on its designated role; and to ensure that work is non-duplicative. At the most basic level, coordination can be demonstrated by co-sponsored events. The Department also strongly encourages deeper, more complex coordination that involves long-term projects in which each entity has a distinct role.

Expectation: The REL shall coordinate and collaborate on dissemination activities and – to the extent possible, given regional needs and opportunities – on substantial, long-term projects with other federally-funded centers and technical assistance entities both within and outside of its region.

8. The Department expects the RELs to demonstrate creativity, problem-solving, and a data-informed continuous improvement approach to their work.

The REL operates in a complex and ever-changing regional and national landscape. The REL is charged with bridging research and practice so that each informs the other for mutual benefit, but there is much that is yet unknown about the structures, routines, personnel, and communications strategies needed to support this connection.

Expectation: The REL shall respond flexibly and creatively to changes in regional priorities, shifts in state and local educational agencies staffing and policies, and to technological changes in communication. Succeeding in this dynamic landscape requires that the REL set clear goals and performance targets, adjust strategies, try new solutions, and use data to track its performance.

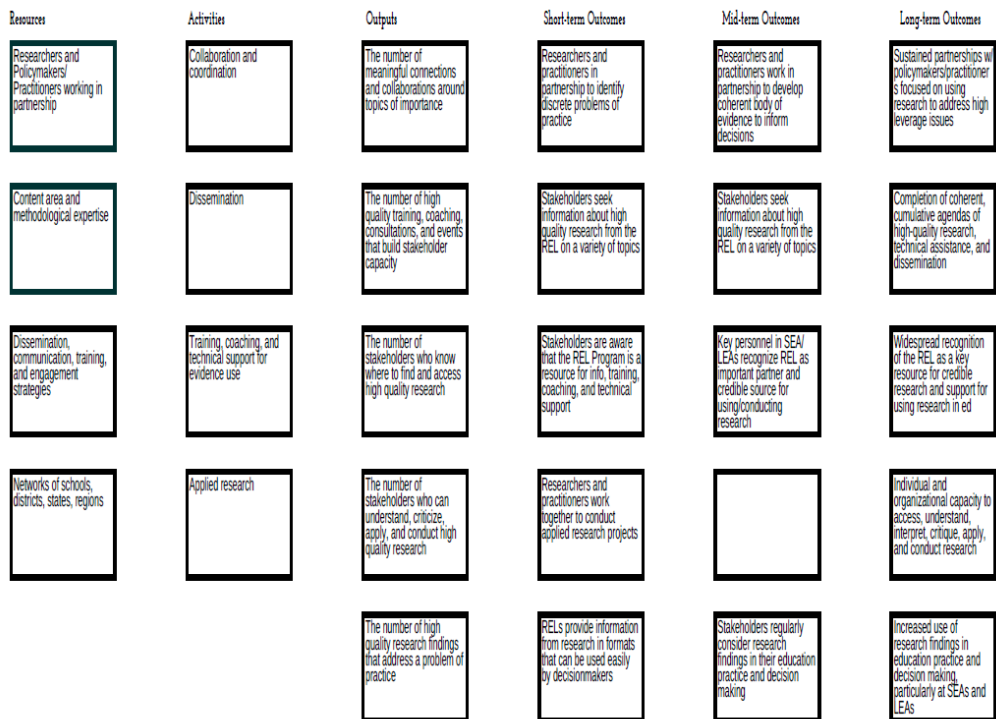
V. KEY OUTCOMES FOR REL WORK AND LOGIC MODEL

The Department has identified five key outcomes for each REL and for the REL program as a whole:

1. *Development of sustained partnerships with policymakers and/or practitioners focused on using research to address substantial, high-leverage issues in education.* Working in partnership with policymakers and/or practitioners to address critical problems of practice is central to the success of the REL program. Successful partnerships take time to establish, develop, and maintain. A sustained partnership is one that is well-rooted in both individuals and organizational structures, can withstand leadership or personnel changes, and adapts to the ever-changing needs and requirements of the context while still focusing on and achieving a specific goal of improvement.
2. *Completion of ambitious, coherent, cumulative agendas of high-quality research, technical assistance, and dissemination.* RELs undertake a variety of activities related to conducting research, providing technical assistance, and disseminating research findings and research-based information, but all must be in pursuit of a focused and coherent goal or set of related goals. To achieve this outcome, RELs must establish and complete a collection of ambitious, coherent, and cumulative work that is purposeful, interconnected, builds on existing high-quality work, and seeks to achieve an actionable outcome.
3. *Widespread recognition among the region's state and local education agency leaders of the REL as a key resource for credible research and support for using research in education.* The REL program is the Department's primary resource for supporting state and local education agencies to use research evidence in education decision making. For the program to achieve this goal, there must be widespread recognition among regional education leaders that the REL is a trusted and capable resource for identifying, producing, and supporting their use of research.
4. *Increased individual and organizational capacity to access, understand, interpret, critique, apply, and/or conduct research, particularly at state education agencies in the region.* A key required outcome for the REL is a demonstrable increase in the individual and organizational capacity of education entities in the region to use research evidence in education decision making. State education agencies in the regions are one of the key clients for this federally funded program, and therefore the Department expects, at a minimum, that there will be improvements in capacity at the state level.
5. *Increased use of research findings in education decision making, particularly at state education agencies.* If the REL is successful, there will be evidence that education decision makers in the region, particularly at state education agencies, have taken into account research evidence in education planning and decisions.

These key long-term outcomes are found in the far right column of the basic REL Program Logic Model displayed in Figure 1. In general, the model is read left to right, and for simplicity, all directional and connecting arrows have been excluded. The Department recognizes that the work of the REL Program is complex and interconnected. In addition, individual RELs may have multiple logic models for different situations, as well as more complex overall logic models. This logic model is provided as a sample for how the Department is thinking about a sustained long-term investment in the REL Program and the outcomes that will result if the investment strategy is successful. Offerors are encouraged to supplement, clarify, and enhance their individual logic models in support of this overall REL Program approach.

Figure 1. Basic REL Program Logic Model



VI. SCOPE OF WORK/REQUIREMENTS

Although the tasks are identified and described separately, they shall be addressed in a coherent, unified fashion, as actions from one task will inform and support other tasks. All deliverables shall be submitted to the Department's Contracting Officer's Representative (COR), Contracting Officer (CO), and Contract Specialist (CS) electronically unless otherwise noted.

Task 1: Meet and Communicate with IES

This task shall be firm fixed price.

Subtask 1.1 Attend a REL Kickoff Meeting.

Within two weeks after the effective date of the contract, the contractor shall bring 3 personnel, including the director and deputy director, to meet in Washington, DC with the CO, CS and the COR for the contract kick-off meeting. Within two weeks after the meeting, the contractor shall submit a summary of the meeting discussions, including any outstanding issues raised and plans to address these issues.

Subtask 1.2 Regular communication with the Department.

The contractor – at a minimum, the Director and Deputy Director – shall participate in regularly scheduled bi-monthly telephone calls with the COR to discuss issues related to the REL contract, including any anticipated problems and proposed solutions to those problems. The contractor shall send an agenda for the call at least two working days before each bi-monthly call so that both the contractor and COR are aware of the main issues that will be addressed during the call. Within five working days following each meeting, the contractor shall prepare a memo summarizing the key issues and concerns raised at the meeting and how each will be addressed.

The Director or Deputy Director shall communicate with the COR before and after each meeting or conference call to discuss main points and follow-up as needed. In addition to the regularly scheduled calls, the contractor shall furnish information as needed to keep the Department informed at all times of key accomplishments, progress in accomplishing tasks, major upcoming activities, actual or potential problem areas, and services and products completed.

Subtask 1.3 Attend Biannual REL Program meetings.

The contractor – specifically, the Director and Deputy Director – shall attend the REL Directors meetings, held over two days up to twice a year in Washington, DC, to discuss issues and accomplishments related to the REL and the REL

program. IES will coordinate the logistics for this REL program meeting. Within one week after each meeting, the contractor shall submit a summary of specific issues raised at the meeting pertaining to the work of the REL and their plans to address these issues.

Task 2: Project Management and Reporting

This task shall be firm fixed price.

The contractor shall effectively manage all tasks with guidance from a statutorily required governing board.

Subtask 2.1 Identify, establish, maintain, and convene the Governing Board.

The contractor shall appoint members to the Governing Board to meet the following requirements:

- The composition of the Governing Board shall represent the interests of all states and other appropriate constituencies in the region.
- The composition of the Governing Board shall include a diversity of expertise, including education research methods and practice, teachers, and individuals representing the interests of students in economically disadvantaged areas, both rural and urban.
- The contractor shall offer every State chief in the region the opportunity to serve on the Governing Board, or to designate a personal representative to serve.

The contractor shall ensure that members clearly understand the roles, responsibilities, and the procedures of the Governing Board, including:

- **Convening at least two times each year**, with the meetings conducted in person. Additional meetings may be conducted remotely or in-person. All in-person meetings shall be held at a location within the region.
- **Providing strategic guidance** on how the REL shall: carry out its activities for maximum effectiveness and efficiency; plan joint activities that include other REL regions beyond the Governing Board's region; create a strategic plan to reduce unnecessary activities and/or activities redundant with other activities in the region, increase collaboration and resource sharing, and other activities as specified in Section 174(h) of ESRA.
- **Annually providing independent assurances to IES** that the REL's updated annual plan (see Subtask 2.2) will address high-leverage problems in the region and that Governing Board members are in agreement with the plan of work as proposed by the REL. Beginning in the second year of the contract, a Governing Board member representing each state/territory in the region shall

be asked to complete a brief template to indicate their level of agreement with the work planned by the REL, the extent to which the proposed work will address key needs in the region, and any concerns the Governing Board member has about the proposed work. When possible, the state chief or designee shall be asked to complete this template on behalf of the state/territory. These completed templates shall be appended to the Updated Annual Plan (Subtask 2.2).

- **Annually providing an independent assessment to IES** of the extent to which the work of the REL has contributed to the use of research evidence in education decision making in the region and increasing capacity for such use. Beginning in the second year of the contract, a Governing Board member representing each territory/state in the region shall be asked to complete a brief template that provides an assessment of the RELs contribution to research evidence in education decision making in the region and REL efforts to increase capacity for such use, including any concerns the Governing Board member has about REL work. When possible, the state chief or designee shall be asked to complete this template on behalf of the state/territory. These completed templates shall be part of the annual progress report and appended to the Updated Annual Plan (Subtask 2.2).

Within 5 weeks of the effective date of the contract, the contractor shall submit to the Department a report on the establishment of the Governing Board, board procedures, a list of members, and analysis of how the Board meets the representational requirements.

The first Governing Board meeting shall be held within the first twelve weeks of the contract effective date. After the initial meeting, meeting agendas shall be created in consultation with the Board members at least 2 months before the Board meeting occurs. The meeting agenda shall reflect a commitment by the contractor to engage the Board members actively in the decision making of the REL. The agenda shall be submitted for approval by the Department at least six weeks before the meetings. The contractor shall submit to the Department minutes and actions within two weeks after each meeting.

Subtask 2.2 Develop and implement an Updated Annual Plan.

The Updated Annual Plan shall include five documents: 1) a narrative description of the proposed work for the upcoming year by task, information on the goals and composition of each partnership, the names and qualifications of task leads and principal investigators for new research, training, coaching, and technical support projects, and a chart describing staff time commitments by task; 2) a single file containing five-page *concept papers* describing each new research, training, coaching, and technical support project proposed for the upcoming year. Please

see Appendix C for an example of the concept paper template; 3) a budget and schedule (including a GANTT chart for all projects) appropriate to carry out the proposed work for the upcoming year; 4) a work breakdown structure of all IT deliverables, down to the individual personnel level, in Microsoft Project format and; 5) a 2-3 page overview of the quality management plan for IT deliverables, and a 2-3 page overview of the risk management plan for IT deliverables. IES will provide a template for the quality management plan and the risk management plan.

Concurrent with submission of the Updated Annual Plan, the contractor shall provide the COR with an Annual Progress Report that includes progress assessments of current year activities. The document shall be no longer than 40 pages and include the following:

- An annual assessment of analytic needs across the region (needs sensing should occur across tasks)
- Annual progress report on each partnership, including an assessment of challenges and lessons learned from collaborating and coordinating with partners (resulting from Task 3)
- Assessment of challenges and lessons learned from dissemination activities (resulting from Task 4)
- Assessment of progress on training, coaching, and technical support for evidence use activities (resulting from Task 5)
- Assessment of progress, challenges, and lessons learned while undertaking applied research and evaluation activities (resulting from Task 6)

The Annual Progress Report shall be considered a companion document to the Updated Annual Plan; the information in the Annual Progress Report shall not be duplicative with the Updated Annual Plan.

To guide the work, the contractor shall use the plan included in the proposal to prepare an Updated Plan within 12 weeks of the contract effective date. The Updated Plan will include 18 months of planning, including activities through July 1, 2018. The COR will review and provide initial comments within 3 weeks of submission. No Annual Progress report is due with the Updated Annual Plan for Year One.

Draft Updated Annual Plans will be due April 15th in Years 2, 3, 4, and 5. The COR will review and provide initial comments within 3 weeks of submission. The contractor shall assume one round of revisions to the Updated Annual Plan, with the final version of the plan to be submitted within 2 weeks of receiving COR feedback to have the final version approved no later than June 1st. The Year 5 plan shall cover July 1, 2021 through the duration of the contract.

Subtask 2.3 Establish and implement procedures for quality assurance.

The contractor shall establish a process for ensuring that the work of the REL is of the highest quality and that all published products will meet IES review standards for rigor, relevance, quality, clarity, and plain language.⁹ The contractor shall ensure that personnel with appropriate content and methodological expertise conduct careful reviews of plans and products before submission to the COR. In addition, the contractor shall ensure that:

- Independent peer review is conducted as appropriate.
- All products receive extensive editorial attention with an emphasis on plain language.

The contractor shall include a detailed report on this process in each year's Updated Annual Plan.

In addition to the internal quality assurance procedures listed above, the contractor shall convene an external technical working group (TWG) to advise the contractor on the design and content of applied research and training, coaching and technical support for use of research. Invited members of the TWG shall possess well documented methodological and/or substantive expertise relevant to the study. Within four weeks of the effective date of the contract, the contractor shall submit a list of proposed TWG members, along with their affiliations, backgrounds, areas of expertise and a resume or CV.

The contractor shall propose a plan for soliciting advice and incorporating the guidance of the TWG, either in full or a subset of multiple TWG members for all research projects and projects that involve technical support for the use of research. Such a proposed plan is especially important for research projects that are methodologically complex. The contractor shall note in this plan that the COR will provide feedback on all proposed TWG members as part of the approval process for concept papers within the Updated Annual Plan.

When possible, the contractor shall use the same TWG for groups of projects that are similar, as long as the TWG members have relevant experience for each. If a TWG does not possess the necessary expertise to provide quality assurance to a project, the REL shall propose to invite one or more members to the TWG who possess the necessary expertise. The REL shall submit to the COR the same information for proposed additions to the TWG as was submitted for original

⁹ For the current NCEE guidance for REL study proposals, reports, and other products, see: http://ies.ed.gov/ncee/edlabs/relresources/pdf/NCEE_Guidance_for_REL_Products_042013.pdf. For more information about writing about research in everyday language, see: <http://files.eric.ed.gov/fulltext/ED545224.pdf>

TWG members. The contractor shall invite additional TWG members after these members are approved by the COR.

The contractor shall provide summary of the TWG's comments and how they were addressed and incorporated according to this plan as supporting documentation for all research proposals and reports. For complex projects, the contractor shall ensure that approved TWG reviewers are an integral part of the proposal development process.

Subtask 2.4 Prepare and submit monthly reports.

The contractor shall submit a monthly progress report, due within 6 working days after the end of each month that includes the following sections, organized by task, for the reporting period:

- A succinct summary of the major activities under each task and accomplishments.
- A succinct summary of any needs related to applied research or training, coaching, or technical support that have been identified by the REL through its interactions with regional stakeholders.
- A summary of referrals to other Department resources the contractor has provided to stakeholders.
- A summary of the budget and expenditures for the period and cumulatively, with a clear identification of the extent of budget devoted to and resources spent on activities in rural areas.
- Unexpected challenges, delays, or other issues that need to be addressed. In this section the contractor shall specify the extent to which the work is on schedule and within budget, identify and discuss significant deviations (i.e., a delay of 2 weeks or more) in the plan, and identify and discuss any decisions which may be needed from the Department. If there are exceptions to the management plan, the contractor shall describe the plan for resolving the problems.
- A description of major activities planned for the next month, including a schedule of deliverable submissions.
- A risk register that reports potential risks for schedule or cost changes for all IT projects (see Appendix B for example).
- Earned value for all IT deliverables (see Appendix B for template).

Subtask 2.5 Prepare and submit final report.

Six months before the end of the period of performance, the contractor shall submit a draft final report that describes its key accomplishments and success in meeting the five outcomes set forth in Section V of this PWS. The Department will provide additional guidance on the specific format and content of the report. The final report is anticipated to be 40 pages in length.

The COR will review the draft final report and provide comments within four weeks. The contractor shall incorporate the COR's comments for the final report. The final report shall be submitted two months before the end of the contract period.

Subtask 2.6 Ensure a successful transition at project completion.

At the completion of the contract, the contractor shall engage in appropriate transition activities. These shall include:

- A written report detailing the key elements and processes that would make a smooth transition possible;
- Meetings and/or phone calls, as applicable and appropriate, in order to make a smooth transition possible

Two months before the end of the contract, the contractor shall be prepared to inventory and transfer to the COR, or to a Department contractor or other Department agent designated by the COR, all materials, including all files, software, architecture, programming, codes, analysis tools, databases, forms, reports, search engine features, and all other features and supporting documentation that were prepared or purchased by the contractor under the contract. In the event that this contract is terminated, the contractor shall provide all software, databases, interfaces, and data under a no-cost, no-strings license to another designated contractor, the COR, or a Department agent designated by the COR.

Subtask 2.7 Participate in REL Program Evaluation.

The Department intends to conduct an independent evaluation of each REL. The contractor shall cooperate with the Department's requests for information and other types of assistance needed to conduct the evaluation. In addition, during Year One, the contractor shall plan to participate in two two-day site visits from the evaluation team. Within two weeks after each site visit, the contractor shall submit a memo summarizing the site visit.

Task 3: Collaboration and Coordination

This task shall have hybrid pricing. See each subtask for the pricing designation.

A primary goal of the REL Program is to increase the use of research evidence in education practice and decision making. To achieve this goal, the REL shall undertake work in partnership with regional stakeholders, other RELs, and other technical assistance providers to identify needs and build the capacity of both individuals and institutions.

Subtask 3.1 Identify, support, and maintain partnerships.

The contractor shall identify, support, and maintain partnerships (see Section IV for expectations). These partnerships may be developed by the contractor, or they may be existing partnerships. The contractor shall propose and justify the number, size, and scope of the partnerships to meet the needs of the region. All changes to REL-supported partnerships that take place after the time of contract award shall be proposed to and approved by the COR. These proposals shall include documentation and justification for changes in structure, scope, and focus for each partnership effort, including a detailed work agenda as well as any budget impacts. The proposal shall include letters of support from existing and/or prospective members of the partnership. The COR will respond to each proposal within 2 weeks of submission. All proposed changes shall also be reflected in the following year's Updated Annual Plan. ***This subtask shall be firm fixed price.***

Subtask 3.2 Collaborate with other RELs and other technical assistance providers.

To ensure the work of the REL contributes to the development of a cohesive and potentially deep body of knowledge nationally as well as in each region, the contractor shall identify opportunities for collaboration and coordination with other REL contractors, other IES funded activities, and other federal technical assistance providers. The contractor shall not duplicate the information gathered or technical assistance provided by other federal or non-federal technical assistance providers. The contractor shall refer stakeholders to other available resources when the stakeholders needs are outside the scope of REL analytic support task or when the needs can be more effectively met by others.

To accomplish this task, the contractor shall demonstrate a clear, thorough, and up-to-date knowledge of the network of organizations that provide different forms of assistance to stakeholders. This network shall include other Department resources (such as the WWC, comprehensive centers, National Center for Education Research (NCER) research centers, National Center for Education Statistics (NCES), as well as other federal organizations that provide educational services to state and local education agencies). The contractor shall develop a strategy for helping stakeholders make effective connections with these other services to be outlined in the Updated Annual Plan, and shall report a summary of the referrals that have been made on a monthly basis as part of the monthly progress report.

Before committing to a collaborative activity (e.g., a series of formal joint meetings, development of a common product), the contractor shall submit a proposed plan (topic, objectives, agenda, budget, strategy for assessing

satisfaction) to the COR for review at least one month before the planned activity. The COR will provide comments within 2 weeks and the contractor shall revise accordingly and carryout the activity only after receiving COR approval. ***This subtask shall be cost plus fixed fee.***

Subtask 3.3 Lead and participate in cross-REL coordination activities.

Each REL shall be responsible for coordinating, reporting, and promoting REL activities on one non-overlapping topic in education that has both regional and national importance. In the proposal, the contractor shall indicate between one and three topic areas for which it has the expertise and experience to undertake this cross-REL coordination subtask. Possible topics for this task include: the generally encouraged topic areas on page 6, the other topics such as (but not limited to): English Learners, early childhood education, family and community engagement, transition to college, rural education, school completion, college and career readiness, educator quality, professional development, teacher preparation for instructional improvement, school climate, research-practice partnerships, or other topics the offeror proposes.

After contract award, IES will identify one coordinating topic area for each REL contractor. When IES assigns coordinating topics, the contractor shall convene the cross-REL groups and propose collaborative activities to the COR for approval. RELs shall participate in cross-REL working groups in topics under which they have an applied research study or a training, coaching, and technical support activity.

In addition, the contractor that will be responsible for cross-REL coordination on the topic of research-practice partnerships will coordinate up to two cross-REL events on partnerships during the contract period. These events shall be open to the public and have broad national appeal. They shall be held in the Washington, DC area. ***This subtask shall be firm fixed price.***

The contractor responsible for each topic shall complete the subtasks listed below:

Subtask 3.3.1 Coordinate regular cross-REL working group meetings on the education topic(s) they are responsible for under Subtask 3.3 by scheduling meetings, inviting participants from each REL, setting the agenda for discussion, hosting the conference calls, keeping meeting minutes, and posting those minutes on the REL Intranet (maintained by IES) with COR approval.

Subtask 3.3.2 Develop and implement a cross-REL activity on the topic(s) they are responsible for under Subtask 3.3 that is intended primarily for a **REL-only audience** at least two times during the contract period. This activity is intended to strengthen and

leverage the knowledge and experience across the REL program on a particular topic, to increase collaboration and coordination across all RELs, and to benefit the REL program and REL stakeholders broadly. Examples of cross-REL activities intended for REL audiences include but are not limited to: cross-REL presentations and conversations on dissemination and engagement strategies, workshops on building coherent research agendas, working successfully in research-practice partnerships, research methods common in applied research on a topic the REL is responsible for, and sharing best practices for supporting stakeholders in asking researchable questions.

Subtask 3.3.3 Organize and implement a cross-REL activity on the topic(s) they are responsible for under Subtask 3.3 that is intended primarily for a **non-REL audience** at least two times during the contract period. Examples of cross-REL activities intended for non-REL audiences include but are not limited to: a cross-REL research project (to be invoiced under Task 6), a coordinated series of dissemination activities, a “Behind the Findings” set of videos or podcasts where an applied research study is examined in greater depth (for example, a video could include the principal investigator(s) of a study discussing the implications of a study, or a practitioner discussing how the results of an applied research study relate to policy or practice), a topical webinar series, a cross-REL presentation at a conference, or a cross-REL topical event. All videos and podcasts must be 508 compliant, which includes, but is not limited to, captioning and the ability to load the video into YouTube.

Task 4: Dissemination

This task shall have hybrid pricing. See each subtask for the pricing designation.

Building on the Department’s commitment to partnership and collaboration as described in Section IV and Task 3, REL contractors shall structure their work under Tasks 4, 5, and 6 in a strategic and coherent way in order to achieve the key outcomes of the REL program (see Section V). With guidance from the Governing Board (as described in Task 2.1), this work shall be responsive to the needs of the region. The process of increasing individual and organizational capacity to access, understand, interpret, critique, apply, and/or conduct research includes making relevant high-quality information available and easily understood. Therefore, the purpose of the dissemination task is to enable education stakeholders to learn about and identify ways to apply the most up-to-date research in education to policy and practice. This includes disseminating the results of REL work as well as the results of high-quality research not conducted by the REL.

Dissemination does not assume an ongoing relationship with a stakeholder, in which a particular stakeholder's needs are carefully assessed and addressed. Rather, the purpose of this dissemination task is to generate interest in high-quality research evidence by providing engaging experiences that draw in new audiences. Dissemination may be followed by other, more intensive engagement and support, such as training, coaching and technical support (as described in Task 5).

Subtask 4.1: Develop, maintain, update, and improve the REL website hosted on IES server.

Each REL contractor shall maintain an individual REL website that will be hosted by IES. These servers are certified and accredited (C&A), so RELs will **not** need to secure an additional C&A. REL contractors may not use REL funding to develop alternate or additional websites hosted outside of IES, nor may they direct audiences to their corporate site while conducting any activities paid for using REL funds.

IES will provide the website design and approved templates for each REL website (see Appendix D), in order for each REL's site to maintain the same structure while enabling some differentiation within that structure. The website shall be developed on an IES Development server using .NET technology. The contractor will be given access to the server after award. The contractor shall prepare all electronic files, develop website copy, and meet the Policies, Guidelines, Standards and Procedures for Web Posting for IES.¹⁰

The contractor is responsible for keeping the information on the website current by posting newly approved events, Ask-A-REL responses, reports, videos, and works in progress. The website shall be updated at least once a week and all webpages shall be reviewed on a quarterly basis to ensure that they contain accurate information.

In the updated annual plan, the contractor shall ensure that the REL website will be responsive to user needs, efficient, and adaptable to new opportunities available through new technology. The contractor shall continuously evaluate and test the online system, correct problems, and make necessary improvements.

The website templates are to be optimized for multiple form factors (e.g., computers, tablets and smartphones) in support of the [Federal Digital Strategy](#)¹¹ and [Federal Mobility Strategy](#)¹² programs. All software and web development must also comply with these strategies.

¹⁰ The current IES Guidelines, Standards, and Procedures are attached to the solicitation.

¹¹ <https://www.whitehouse.gov/sites/default/files/omb/egov/digital-government/digital-government-strategy.pdf>

¹² <https://cto.gov/federal-mobility-strategy/>

When developing new pages, the contractor shall show screens to the COR, provide results of testing, conduct demonstrations of the system, and provide descriptions and prototypes of the system, its operations, features, capabilities, procedures for users, and the speed and capacity of the system through the monthly report. The contractor shall communicate with the COR frequently when updating the online system. All updates to the online system must be approved by the COR prior to implementation.

In the monthly report, the contractor shall include a bulleted summary of all approved changes to the REL website and an analysis of web analytics. Access to web analytics will be provided through Google Analytics.

The contractor shall ensure that the REL website will meet the technical standards for Section 508 of the Rehabilitation Act located at 36 CFR 1194.22.

All content that is posted to the REL website must be approved by the COR and follow the REL website style guide and all Department guidelines. ***This subtask shall be cost plus fixed fee.***

Subtask 4.2 Conduct outreach activities.

The contractor shall conduct outreach activities that respond to stakeholder needs, are intended to draw awareness to REL or other work on a particular topic of importance, and/or serve as a starting point for more in-depth engagement and consultation. Unlike the more in-depth activities conducted under Task 5, these “light touch” activities provide information, raise awareness, contribute to basic understanding, offer an idea for a different approach, or suggest a new direction or vision. Outreach activities include (but are not limited to): social media efforts, newsletters, blog posts, short videos, infographics¹³, and webinars (including series of related webinars) or events that meet the criteria described above. (Note: When appropriate, events shall be recorded, edited, and archived for future viewing. These events shall be archived in a 508 compliant, edited video format that can be uploaded to the IES YouTube channel and/or posted on the IES website).

The contractor shall administer a Stakeholder Feedback Survey to assess participant satisfaction with events under this task. IES intends to develop and seek clearance from the Office of Management and Budget (OMB) for a common,

¹³ Infographics should explain complex concepts in a way that is simple, engaging, and appealing. These displays shall combine text and graphics to tell a visual story that is directly related to the REL’s work, research agenda, and intended audience for the product.

IES-developed and OMB-approved customer satisfaction instrument that all RELs shall use to collect stakeholder feedback. IES will make this Stakeholder Feedback Survey available to all of the RELs. ***This subtask shall be firm fixed price.***

Task 5: Training, Coaching, and Technical Support for Evidence Use (TCTS).
This task shall have hybrid pricing. See each subtask for the pricing designation.

Training, coaching, and technical support (TCTS) is different from dissemination (Task 4) in that TCTS activities involve an ongoing, especially intensive, methodologically sophisticated, or customized service provided to partners. Although some types of activities are appropriate for both the dissemination and TCTS tasks (such as webinars, events, and some products), the key distinction between Tasks 4 and 5 is that dissemination is a “light touch,” intended to provide information, raise awareness, or draw in new audiences. TCTS activities under Task 5 are ongoing, take partners’ institutional knowledge and context into account, go in-depth, and/or provide stakeholders with tools for self-directed, ongoing, and/or in-depth engagement with a particular topic. Under this task, all RELs are encouraged to provide support to stakeholders related to disaggregating data for subgroups of students.

RELs are encouraged to propose projects that are high-leverage and fit the needs of the region. Therefore, not all subtasks may be appropriate to conduct in a given year.

Subtask 5.1 **Develop and implement training for conducting, understanding, and applying research.**

By working on research questions in the context of meaningful partnerships, the REL is uniquely suited to provide intensive, sustained training that increases partners’ capacity to effectively use research evidence to inform decisions in education. Therefore, under this subtask, the contractor shall identify, develop, and implement training activities that facilitate access to research findings and educator participation in the research process. Examples of these activities include (but are not limited to): a series of virtual or in-person training events, training for researchers and state and district leaders in effective communication of research and data, materials and activities that support the professional development of practitioners and other applied researchers, and support in using the WWC and other similar resources. ***This subtask shall be firm fixed price.***

Subtask 5.2 **Provide in-depth coaching and consultation.**

The contractor shall identify opportunities for in-depth, sustained coaching and consultation with states, districts, and other partners to solve problems of practice. Examples of this type of technical support include but are not limited to providing support for adapting interventions to new contexts or support for conducting evaluations of the effectiveness of policies, programs, or practices. Under this task, the contractor also shall seek opportunities to provide coaching and

consultation to SEAs that are required under the Every Student Succeeds Act to conduct effectiveness studies of the interventions they are implementing. ***This subtask shall be cost plus fixed fee.***

Subtask 5.3 Develop research-based technical support products and tools.¹⁴

In consultation with REL stakeholders and with the support of content experts, the contractor shall develop products and tools to support the types of training, coaching and technical support described in Subtasks 5.1 and 5.2. To the extent possible, these tools shall be designed to be easily adapted to support to a variety of audiences. Examples include but are not limited to:

- Technical applications¹⁵ to support research and the interpretation of research findings.
- Integrated and engaging sets of materials that can be used by professional learning communities, including those based in rural communities and with online learners that enable engagement with and application of findings from rigorous research.
- Online professional development for practitioners, including webinar series and courses.
- Supplemental products for a variety of audiences that creatively complement, translate, and extend Task 6 projects and products in order to provide technical support and enhance user understanding and engagement. ***This subtask shall be firm fixed price.***

Subtask 5.4 Conduct informal assessments of research study quality using WWC standards.¹⁶

To support state and local education agencies, as well as other federally funded technical assistance entities, the contractor shall conduct informal reviews of studies for research quality using the WWC standards. These informal reviews will assess whether existing studies would be likely to meet the WWC standards if they were reviewed by a WWC contractor. The REL contractor shall use only WWC-certified reviewers for this task and conduct reviews using WWC standards and materials, including WWC Study Review Guides. These reviews

¹⁴ Note: All products produced with REL support will be reviewed by IES according to its scientific standards and made publicly available.

¹⁵ All technical applications shall be hosted in the IES Data Center. All websites and web applications must be developed using ASP.NET (.NET Framework 2.0 - 4.5 supported) and SQL Server 2012 on a Windows 2012 Servers. Other platforms and databases that are not approved to run in the IES Data Center are not authorized to be used. All software developed under this contract should be transferred to IES free of any restrictions, licenses, or fees.

¹⁶ The What Works Clearinghouse™ standards are available at http://ies.ed.gov/ncee/wwc/pdf/reference_resources/wwc_procedures_v3_0_standards_handbook.pdf.

will not be official WWC determinations of study quality; such determinations are made only under WWC contracts. However, these reviews can support and inform decision making by key entities in the regions. The contractor shall build the individual and organizational capacity of entities that receive services under this task to understand and use the results of these study assessments for education decisions. ***This subtask shall be cost plus fixed fee.***

Subtask 5.5 Implement an Ask-A-REL service that responds to stakeholders questions

The REL Ask-A-REL service is a regional resource for education facts and bibliographic information about education research. The service is akin to that provided by a library reference desk. It is **not a venue for providing data analysis or critical appraisals of the literature to stakeholders.** The contractor shall implement a process for conducting reference searches and preparing brief written responses, such as annotated bibliographies, in response to questions submitted by stakeholders. These responses should follow a standard format provided by IES. Prior to answering an Ask-A-REL, the contractor shall check the existing database of Ask-a-REL responses on the IES website to ensure that a similar question had not already been answered. All Ask-A-REL responses shall be available on the IES and REL websites in a searchable format within one week of COR approval. ***This subtask shall be firm fixed price.***

Subtask 5.6 Administer a stakeholder feedback survey.

The contractor shall implement a process for periodically assessing customer satisfaction with the training, coaching, and technical support for evidence use provided by the REL. IES intends to develop and seek clearance from the Office of Management and Budget (OMB) for a common, standard customer satisfaction instrument that all RELs shall use to collect stakeholder feedback. The Stakeholder Feedback Survey being used for the 2012-2017 REL Program can be found [here](http://ies.ed.gov/ncee/edlabs/relresources/pdf/SFS_guidance_04302015.pdf)¹⁷. ***This subtask shall be firm fixed price.***

Task 6: Applied Research

This task shall have hybrid pricing. See each subtask for the pricing designation.

All REL work shall be designed with the goal of supporting practitioners and policymakers in applying research findings to education practice and decisionmaking. Therefore, although applied research is listed as a separate Task, it is essential that the REL work in partnership with stakeholders and collaborators (Task 3) to develop a cohesive body of work that includes research (Task 6), training, coaching, and technical support (Task 5), and dissemination (Task 4)

¹⁷ http://ies.ed.gov/ncee/edlabs/relresources/pdf/SFS_guidance_04302015.pdf

so that publishing a research report is not a standalone event but instead has essential components of partnerships, dissemination, and TCTS both before, during, and after report publication. RELs are encouraged to propose projects that are high-leverage and fit the needs of the region. Therefore, not all subtasks may be appropriate to conduct in a given year.

All research projects undertaken by the RELs shall include a strong justification for the relevance and rigor of the proposed work. The research shall be designed to inform a short-term decision or build knowledge towards future decisions by practitioners or policymakers related to education policy or practice. The audience for all research must be clear and specific. In proposals for research, the partners in a study shall be identified by office, and the nature of their participation shall be described. As described in Section IV, all REL products, including research reports, must be clear and engaging, with appropriate brevity.

All research projects should include a realistic and feasible timeline for completion within the contract period. Please note that complex, multi-year impact studies are generally not feasible within the 60 month REL contracts. This is because, to fulfill their mission of responding to regional needs, RELs must first identify regional partners and work with them to understand their needs. Only then can RELs design a study to meet those needs, recruit participants, receive Paperwork Reduction Act (PRA) clearance to collect data (a typical feature of complex impact studies), implement the intervention and collect data, analyze findings, complete peer review, and publish. However, while complex impact studies are generally not feasible within a 60 month REL timeframe, studies of relatively short interventions or studies that use administrative data are entirely possible for the RELs to conduct and strongly encouraged, to the extent that they meet stakeholder needs.

Under this task, all RELs are encouraged to conduct research using disaggregated data for subgroups of students, as it relates to regional needs and in a way that is appropriate for answering the research questions of interest.

Subtask 6.1 Develop documentation for research projects.

Some REL research projects may require additional documentation. Specifically, current Federal rules require original data collections involving more than nine respondents to be posted for public feedback and to receive clearance under the Paperwork Reduction Act. The contractor must take this current requirement into consideration in planning research timelines.

REL research projects are subject to the [IES Public Access Policy](http://ies.ed.gov/funding/researchaccess.asp)¹⁸. Causal studies are required to have [Data Management Plans](http://ies.ed.gov/funding/datasharing_policy.asp)¹⁹ that must be submitted with the proposal. Any peer-reviewed work where the Special Rights and Data clause is waived, such as to allow contractors to publish in a journal or Just-in-

¹⁸ <http://ies.ed.gov/funding/researchaccess.asp>

¹⁹ http://ies.ed.gov/funding/datasharing_policy.asp

Time reports, is subject to the [IES Public Access Policy for Publications](#)²⁰.

If the contractor collects original data for a causal study, it must make a restricted use file of those data. This file will be housed in the National Center for Education Statistics.

Additionally, the contractor is responsible for ensuring that each study has the appropriate Institutional Review Board (IRB) approval, if necessary. The contractor shall submit documentation of IRB approval to the Department as soon as possible after the Department has approved the study proposal. The contractor shall not begin work with human subjects until the Department notifies the contractor that all IRB requirements have been met.

All data collected by the REL shall be hosted in the IES Data Center. All websites and web applications must be developed using ASP.NET (.NET Framework 2.0 - 4.5 supported) and SQL Server 2012 on a Windows 2012 Servers. Other platforms and databases that are not approved to run in the IES Data Center are not authorized to be used. All software developed under this contract should be transferred to IES free of any restrictions, licenses, or fees.

This subtask shall be firm fixed price.

Subtask 6.2 Conduct original, empirical education research projects.

The contractor shall develop proposals and conduct research projects leading to published products (subtask 6.5) that meet the description and requirements described in Section IV. The Department believes that the REL can make particular contributions to the field of education research and practice with studies that include one or more of these characteristics:

- Studies that use state or district-level administrative data.
- Studies of instruction, including theoretically informed, design-and-development research involving practitioners.
- Effectiveness studies, including replications of effectiveness studies in new contexts and/or with planned adaptations.
- Studies that involve networks of district- or school-level personnel in similar small-scale investigations, including investigations with planned variation.
- Studies that examine issues of particular importance to educators in rural regions, including studies that examine effectiveness in contexts with small sample sizes.

²⁰ http://ies.ed.gov/funding/datasharing_grants.asp

This subtask shall be cost plus fixed fee.

Subtask 6.3 **Develop and apply analytic methods for applied research in education.**

The contractor shall develop proposals and conduct research projects leading to published products (subtask 6.5) that meet the description and requirements described in Section IV. The Department believes that the REL can make particular contributions to the field of education research and practice with studies that include one or more of these characteristics:

- Methodologically sophisticated work to which the SEA or LEA would not otherwise have easy access.
- Development and demonstration of methods for assessing cost effectiveness of interventions.
- Development and demonstration of methods for conducting small-scale, fast-turnaround studies of effectiveness.

This subtask shall be cost plus fixed fee.

Subtask 6.4 **Conduct empirical studies of the effectiveness of strategies for presenting data and communicating results.**

The contractor shall develop proposals and conduct research projects leading to published products (subtask 6.5) that meet the description and requirements described in Section IV. These include but are not limited to:

- Studies of communication and knowledge utilization strategies (for example, a study might investigate which communication approaches are most effective for engaging stakeholders to use information or data in their schools, districts or states; or authors might take one key finding or piece of information and do a small study in which the finding is presented in multiple ways to determine which presentation is most engaging/understandable to stakeholders. A different empirical study could investigate which strategies—or combination of strategies/approaches - for sharing research findings are most actionable to stakeholders.)
- Development—and empirical assessments of—statistical or analytic methods that advance the ability of LEAs and SEAs to convey complex information in easier-to-understand ways for educators and parents (for example, classification and regression tree (CART) methods).

This subtask shall be cost plus fixed fee.

Subtask 6.5 **Write research reports suitable for publication by IES.**

After conducting research as described in subtasks 6.2, 6.3, and 6.4, the contractor shall write and revise research reports that meet the description, requirements, and formats described [here](#)²¹.

When appropriate (and approved by the COR), the contractor shall also develop a companion “Stated Briefly” report for each research project that summarizes the full applied research report in an actionable, user friendly manner. These “Stated Briefly” reports may be no longer than 10 pages.

This subtask shall be firm fixed price.

Subtask 6.6 Conduct “Just-in-Time” research projects and reports.

Up to twice per contract year, the contractor may identify a research study as a “Just in Time” research project and report. Just in Time research projects are those that have been identified as an urgent need by a state or local education agency. The Department defines “urgent” as (1) requiring a finished study, with publicly available report, within 6 months and (2) meeting a clear need for evidence to inform a key decision in policy or practice. Because of the quick turnaround, Just in Time research projects will undergo a modified approval process during their proposal to IES, development, and peer review. All Just in Time products that pass this approval process must be submitted through ERIC’s online submission system²² and the confirmation email from ERIC must be submitted to the COR prior to the COR accepting the deliverable and the contractor being authorized to invoice for the project. The technical quality and readability of Just in Time reports will be judged by a panel of experts assembled by the Department and the assessments of the panel will be reflected in the Department’s performance assessments of the contractor.

The contractor should note that current Federal rules require original data collections involving more than 9 individuals conducted under contract to receive OMB clearance. Thus, research projects involving data collection subject to this rule are not appropriate for this task.

This subtask shall be cost plus fixed fee.

²¹ http://ies.ed.gov/ncee/edlabs/relresources/pdf/REL_Program_Writers_and_Style_Guide_05262015.pdf

²² <http://eric.ed.gov/submit>

Deliverables Schedule

Task	Deliverable	Due Date
1.1	Summary of REL Kickoff Meeting	2 weeks after the meeting
1.2	Bi-monthly call agendas	2 days before call
	Bi-monthly call memo	5 days after call
1.3	Summary of REL Directors Meeting	1 week after the meeting
2.1	Report of the establishment of the Governing Board	5 weeks after contract award
	Agenda for a Governing Board Meeting	6 weeks before each meeting, starting with the second meeting
	Meeting minutes and action items	2 weeks after each meeting
2.2	Draft Updated Annual Plan	12 weeks after contract award, April 15 th in years 2-5
	Final Version Updated Annual Plan	Within 2 weeks of receiving COR feedback
	Draft Annual Progress Report	April 15 th in years 2-5
2.3	List of proposed TWG members	4 weeks after contract award
2.4	Monthly Report	6 working days after the end of the month
2.5	Draft Final Report	6 months before the end of the period of performance
	Final Report	2 months before the end of the period of performance
2.6	Transition package	2 months before the end of the period of performance
2.7	Memo summarizing site visit	2 weeks after each site visit
3.1	Proposed changes to partnerships	As needed
3.2	Activity Plan	1 month before the proposed activity
3.3	Concept Paper for cross-REL Applied Research Study	As needed
	Proposal for cross-REL Applied Research Study	As proposed in the concept paper
	Draft cross-REL Applied Research Study report	As proposed in the proposal
	Final cross-REL Applied Research Study report	As proposed in the proposal
	Concept Paper for cross-REL TCTS Activity	As needed
	Materials for cross-REL TCTS Activity	3 weeks before activity
	Memo summarizing cross-REL TCTS Activity	Two weeks after activity
	Concept paper on cross-REL events	As needed
	Materials and Agenda for cross-REL events	3 weeks before event
	Summary of event	2 weeks after the event
	Recording of event	2 weeks after the event

3.3.1	Cross-REL working group meeting agenda	2 weeks before the meeting
	Cross-REL working group meeting summary	2 weeks after the meeting
3.3.2	Concept paper on cross-REL events	As needed
	Materials and Agenda for cross-REL events	3 weeks before event
	Summary of event	2 weeks after the event
	Recording of event	2 weeks after the event
3.3.3	Concept paper on cross-REL events	As needed
	Materials and Agenda for cross-REL events	3 weeks before event
	Summary of event	2 weeks after the event
	Recording of event	2 weeks after the event
	Concept paper on cross-REL video	As needed
	Script and Storyboard for cross-REL video	As proposed in the concept paper
	Draft video	As proposed in the concept paper
	Final video	As proposed in the concept paper
	Concept paper on cross-REL podcast	As needed
	Script for cross-REL podcast	As proposed in the concept paper
	Draft podcast	As proposed in the concept paper
	Final podcast	As proposed in the concept paper
	Concept paper on cross-REL conference presentation	As needed
	Materials for conference presentation	3 weeks before event
	Summary of conference presentation	2 weeks after the event
4.2	Social Media updates	Monthly, 2 weeks before posting
	Draft Newsletter	4 weeks before distribution
	Final Newsletter	2 weeks before distribution
	Concept paper for infographic	As needed
	Draft infographic	As proposed in the concept paper
	Final infographic	2 weeks after receiving COR feedback
	Concept paper for events and webinars	As needed
	Materials and Agenda	3 weeks before event
	Summary of event	2 weeks after the event
	Recording of event	2 weeks after the event
	Concept paper	As needed
	Script and Storyboard	As proposed in the concept paper
	Draft video	As proposed in the concept paper
	Final video	As proposed in the concept paper
	Concept paper	As needed
	Script for podcast	As proposed in the concept paper
	Draft podcast	As proposed in the concept paper
	Final podcast	As proposed in the concept paper
	Summary of Stakeholder Feedback Survey Results	2 weeks after the event
5.1	Concept paper for events and webinars	As needed
	Materials and Agenda	3 weeks before event
	Summary of event	2 weeks after the event

	Recording of event	2 weeks after the event
	Summary of Stakeholder Feedback Survey Results	2 weeks after the event
5.2	Concept Paper for TCTS Activity	As needed
	Materials for TCTS Activity	3 weeks before activity
	Memo summarizing TCTS Activity	Two weeks after activity
5.3	Concept paper for events and webinars	As needed
	Materials and Agenda	3 weeks before event
	Summary of event	2 weeks after the event
	Recording of event	2 weeks after the event
	Concept paper for online course	As needed
	Materials for online course	As proposed in the concept paper
	Draft online course	As proposed in the concept paper
	Final online course	As proposed in the concept paper
	Concept paper for infographic	As needed
	Draft infographic	As proposed in the concept paper
	Final infographic	2 weeks after receiving COR feedback
	Concept paper for tool	As needed
	Draft tool	As proposed in the concept paper
	Final tool	2 weeks after receiving COR feedback
5.5	Ask-A-REL Response	As needed
5.6	Summary of Stakeholder Feedback Survey Results	2 weeks after the distribution of survey
6.1	Draft OMB Package	As proposed in the proposal
	Final OMB Package	As proposed in the proposal
	Data Management Plan	Concurrent with the proposal
	Restricted Use File	As proposed in the proposal
	Memo documenting IRB approval	4 weeks after approved proposal
6.2	Concept paper for a study	As needed
	Proposal for a study	As proposed in the concept paper
6.3	Concept paper for an applied research methods piece	As needed
	Proposal for an applied research methods piece	As proposed in the concept paper
6.5	Draft report	As proposed in the proposal
	Final report	As proposed in the proposal
	Draft Stated Briefly	As proposed in the proposal
	Final Stated Briefly	As proposed in the proposal
6.6	Concept Paper	As needed
	Acceptance by ERIC's online submission system	At the conclusion of the project

Appendix A: The regional configuration for the RELs

Regional Educational Laboratory	States included in Region
<i>Appalachia</i>	Kentucky, Tennessee, Virginia, West Virginia
<i>Central</i>	Colorado, Kansas, Missouri, Nebraska, North Dakota, South Dakota, Wyoming
<i>Mid-Atlantic</i>	Delaware, Maryland, New Jersey, Pennsylvania, Washington, DC
<i>Midwest</i>	Illinois, Indiana, Iowa, Michigan, Minnesota, Ohio, and Wisconsin
<i>Northeast and Islands</i>	Connecticut, Maine, Massachusetts, New Hampshire, New York, Puerto Rico, Rhode Island, Vermont, the Virgin Islands
<i>Northwest</i>	Alaska, Idaho, Montana, Oregon, Washington
<i>Pacific</i>	American Samoa, the Commonwealth of the Northern Mariana Islands, the Federated States of Micronesia (Chuuk, Kosrae, Pohnpei, and Yap), Guam, Hawaii, the Republic of the Marshall Islands, the Republic of Palau
<i>Southeast</i>	Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina
<i>Southwest</i>	Arkansas, Louisiana, New Mexico, Oklahoma, Texas
<i>West</i>	Arizona, California, Nevada, and Utah

Appendix B – Additional Resources

Table of Contents

- I. REL Peer Review Process and Requirements
- II. OMB Information Collection Requirements
- III. Data collection and analysis
- IV. Compliance with the Department IT Security Policy Requirements
- V. Internet Protocol version 6 (IPv6)
- VI. System Development Standards:
- VII. Contractor Employee Security Screening Requirements

I. REL Peer Review Process and Requirements

All research will be peer reviewed for rigor, relevance, and readability. Reviews of proposals and reports include assessments of:

- Technical quality of the conduct, analysis, reporting of research, and tools
- Relevance of questions and findings to policy or practice
- Writing quality and readability for a non-researcher audience
- Utility of tools, technical assistance, data sets or other products intended for use by researchers, policymakers, or practitioners

The review process for proposals and draft reports involves multiple rounds of reviews:

REL COR Review → RPR COR Review → Peer Review → RPR COR Final Review → Associate Commissioner Review

Each proposal and draft report is reviewed by 2-3 peer reviewers. These peer reviewers are senior-level researchers and practitioners. Technical reviewers are researchers or analysts who have demonstrated the ability to design, manage, and lead high quality descriptive and evaluative studies in the field of education. Relevance reviewers are individuals who would be likely to use REL products, such as current and former school district leaders, policymakers and program directors from the state and district levels, experienced classroom teachers, and leaders in the education industry. In most cases, the peer reviewers will review each proposal or report two to three times as they are revised and improved by the contractor. Each round of peer review will take no longer than two weeks, and after each review the contractor will be provided with written comments in the document and a memo providing overall comments related to broader issues of strengths or weaknesses.

Once a proposal is approved by the Associate Commissioner, work on the study can begin. Once a draft report is approved, it moves on to editing and production. The edited report goes through three rounds of review (RPR COR Review → Associate Commissioner Review → NCEE Commissioner Review) and then is finalized for release.

Review of proposals and draft reports can take 3-4 months, or longer depending on the revisions required, from initial submission to approval. Once a draft report is approved, the editing, final review, and production process can take 4-5 months or longer from beginning editing to release. The contractor should understand and anticipate that the full review and production process for a report, from draft to release, will take several months.

II. OMB Information Collection Requirements

If applicable, after a study proposal is approved the contractor shall seek approval for new data collection through the Office of Management and Budget (OMB) Information Collection forms clearance process. In any case in which the contractor plans to collect data from more than 9 individuals, the contractor shall prepare a forms clearance package that lists the potential study participants, describes the study design and data collection instruments, and includes the necessary forms required for OMB approval. The contractor shall ensure that the clearance package justifies the necessity for collecting the data and comprehensively responds to each required item in the instructions.

The contractor shall submit the draft OMB clearance package to the Department within one week after the Department has approved the study proposal. The Department will review and provide comments on the package within two weeks. The contractor shall submit the revised clearance package to the Department within four weeks after approval of the study proposal. The Department will submit the package for review and transmission to OMB. The contractor shall be prepared to revise the forms and justification as required during the approval process, allowing for a minimum of 120 days during that process. The Department will notify the contractor of the status of OMB approval.

If any data that are collected would enable the identification of individuals, a Privacy Act System of Records Notice (SORN) and report to OMB/Congress are required and shall be prepared by the contractor. The contractor shall allow 120 days for the clearance process.

III. Data Collection and Analysis

In obtaining and using data, the contractor shall also comply with: Public Law 93-579, the Privacy Act of 1974, as amended (5 USC 552a); the “Buckley Amendment,” Family Educational and Privacy Act of 1974, (20 USC 1232g); The Freedom of Information Act, (5 USC 522); and required regulations, including but not limited to: the Privacy Impact Assessment, 41 CFR Part 1-1 and 45 CFR Part 5b and, as appropriate, the Federal common rule or the Department final regulations on the Protection of Human Subjects Participating in Research.

After the data have been collected, the contractor shall prepare a research or evaluation report. The contractor shall submit a first draft of the report to the COR; it will be reviewed by the COR and by a peer review team for adherence to IES standards. A draft report deliverable may only be invoiced once the REL COR and RPR COR have approved the report to move forward to a peer review team. The contractor shall assume that there will be 2 rounds of review and revision by the COR, and an additional 3 rounds of revision by the peer review team before the report is approved for release and dissemination; this process may take up to 6 months.

For causal inference studies for which original data have been collected, the contractor shall prepare and submit restricted use data files and documentation to be housed at IES' National Center for Education Statistics. Such determination will be made at the outset of the project and in accordance with law. Any data that contributed to the analysis presented in those study reports (whether collected by the REL or not) must be available through restricted use file access. The intent of this requirement is to provide other researchers with an opportunity to replicate or extend the REL analysis. The contractor shall identify whether a study meets the restricted use file criteria when submitting proposals to the COR. IES/NCES guidelines for submitting restricted use file data and documentation can be found at: http://nces.ed.gov/statprog/2002/std7_1.asp.

IV. Compliance with the Department IT Security Policy

The contractor, and all sub-contractors, shall comply with the Department of Education's IT security policy requirements, specifically those set forth in the 'Handbook for Information Assurance Security Policy (OCIO-01)', and other applicable procedures and guidance. The contractor, and all sub-contractors, shall develop and implement management, operational and technical security controls to assure required levels of protection for information systems. The contractor, and all sub-contractors, shall further comply with all applicable Federal IT security requirements including, but not limited to, the Federal Information Security Management Act (FISMA) of 2002, Office of Management and Budget (OMB) Circular A-130 Appendix III, Homeland Security Presidential Directives (HSPD), and the National Institute of Standards and Technology (NIST) standards and guidance.

These security requirements include, but are not limited to, the successful Certification and Accreditation (C&A) or Security Authorization (SA) of the system (includes commercially owned and operated systems managed by the commercial vendor and its sub-contractors, supporting Department programs, contracts, and projects); obtaining a full Authority to Operate (ATO) before being granted operational status; performance of annual self-assessments of security controls; annual Contingency Plan testing; performance of periodic vulnerability scans; updating all information system security documentation as changes occur; and other continuous monitoring activities, which may include, mapping, penetration and other intrusive scanning. Full and unfettered access for the Department's third party Managed Security Services Provider (MSSP) must be granted to access all computers and networks used for this system. Additionally, when there is a significant change to the system's security posture, the system

(Federal and commercial prime- and sub- contractors included) must have a new C&A or SA, with all required activities to obtain a new ATO, signed by the Authorizing Official (AO).

System security controls shall be designed and implemented consistent with NIST SP 800-53 Rev 3, 'Recommended Security Controls for Federal Information Systems and Organizations.' All NIST SP 800-53 controls must be tested / assessed no less than every 3 years, according to federal and Department policy. The risk impact level of the system will be determined via the completion of the Department's inventory form and shall meet the accurate depiction of security categorization as outlined in Federal Information Publishing Standards (FIPS) 199, 'Standards for Security Categorization of Federal Information and Information Systems.'

System security documentation shall be developed to record and support the implementation of the security controls for the system. This documentation shall be maintained for the life of the system. The contractor, and all sub-contractors, shall review and update the system security documentation at least annually and after significant changes to the system, to ensure the relevance and accurate depiction of the implemented system controls and to reflect changes to the system and its environment of operation. Security documentation must be developed in accordance with the NIST 800 series and Department of Education policy and guidance.

The contractor, and all sub-contractors, shall allow Department employees (or Department designated third party contractors) access to the hosting facility to conduct C&A/SA activities to include control reviews in accordance with NIST SP 800-53, Rev. 3 and NIST SP 800-53A. The contractor, and all sub-contractors, shall be available for interviews and demonstrations of security control compliance to support the C&A/SA process and continuous monitoring of system security. In addition, if the system is rated as 'Moderate' or 'High' for FIPS 199 risk impact, vulnerability scanning and penetration testing shall be performed on the hosting facility and application as part of the C&A/SA process. Appropriate access agreements will be reviewed and signed before any scanning or testing occurs.

Identified deficiencies between required NIST SP 800-53 Rev. 3 controls and the contractor's, and all sub-contractor's implementation, as documented in the Risk Assessment Report, System Security Plan (SSP) and Security Assessment Report (SAR), shall be tracked for mitigation through the development of a Plan of Action and Milestones (POA&M) in accordance with the 'Handbook for Information Assurance Security Policy (OCIO-01).' Depending on the severity of the deficiencies, the Department may require remediation before an ATO is issued.

All awarded contracts shall ensure that:

1. Their IT product/system is monitored during all hours of operations using entrusted detective/preventive systems;
2. Their IT product/system has current antiviral products installed and operational;
3. Their IT product/system is scanned on a reoccurring basis;
4. Vulnerabilities are remediated in a timely manner on their IT product/system; and
5. Access/view for cyber security situational awareness on their IT product/system is made available to the Department CIRC (cyber incident response capability).

V. Internet Protocol version 6 (IPv6)

The Contract shall provide commercial off-the-shelf (COTS) solutions that are IPv6 capable. An IPv6 capable system or product shall be capable of receiving, processing, transmitting and forwarding IPv6 packets and/or interfacing with other systems and protocols in a manner similar to that of IPv4. Specific criteria to be deemed IPv6 capable are:

An IPv6 Capable system must meet the IPv6 base requirements defined by the USGv6 Profile and Testing program as found here "<http://w3.antd.nist.gov/usgv6/testing.html>".

Systems being developed, procured or acquired shall maintain interoperability with IPv4 systems/capabilities.

Systems shall implement IPv4/IPv6 dual-stack and shall also be built to determine which protocol layer to use depending on the destination host it is attempting to communicate with or establish a socket with.

If either protocol is possible, systems shall employ IPv6.

The contractor shall provide IPv6 technical support for system development, implementation and management

VI. System Development Standards:

Information systems shall be developed in accordance with the Department Lifecycle Management Framework (LCM), ACS-OCIO 1-106.

VII. Contractor Employee Security Screening Requirements:

The Department has established policy on personnel security screening for all contractor and subcontractor employees and their field staff. The relevant Departmental Directive is OM:5-101.

It was last updated in July 2010 and can be found

at: <http://www2.ed.gov/policy/gen/leg/foia/acsom5101.pdf> . The contractor must comply with the personnel security-screening requirements in OM:5-101 throughout the life of the contract.

All contractor and subcontractor employees must undergo personnel security screening if they will be employed for thirty (30) days or more.

The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data the contractor employee will have access to, or the type of Departmental information technology (IT) system they will access. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause to the Department or the public. A position risk level will be assigned to each contractor employee

position, before a solicitation is released, consistent with the descriptions in Appendix I of OM:5-101.²³ Hence, each contractor employee working on this contract must be assigned a position risk level. Depending on the risk level assigned to each person's position, a follow-up background investigation by the Office of Personnel Management (OPM) may occur.

The contractor must identify one of their employees as a security liaison for this process. This Contractor Security Liaison coordinates the distribution, collection, and dissemination of various forms required in this process. They answer general questions from their employees on completing the security screening process. And, they are the first point of contact for contractor employees in using the OPM's Internet based security screening portal called e-QIP. (<http://www.opm.gov/e-qip/>). The contractor is also responsible for ensuring that all subcontractors follow these personnel security screening procedures.

IES requires each contractor employee to have or apply for a clearance for the security level designated for the position held on a contract.

Contractor employees who have undergone appropriate personnel security screening for another Federal agency will be required to submit proof of that personnel security screening for validation. For these employees, the contractor or subcontractor must follow these required steps:

1. The contractor must send the COR a letter on Company letterhead that lists the full name of each employee with a pre-existing clearance, the agency that cleared the employee, the level of the clearance, and the date of the clearance. This letter must be transmitted to the COR within two (2) business days of starting work on an IES contract.
2. In those cases where any of the required information on level of clearance, agency that cleared the employee and date of clearance is not available, the contractor must send the COR a letter on Company letterhead that lists the full name and Social Security Number for each employee with a pre-existing clearance. This letter must be transmitted to the COR within two (2) business days of starting work on an IES contract.
3. The COR will transmit the letter to the IES Security Representative for processing.
4. The IES Security Representative reviews the letter to ensure that the required information is provided and either returns it to the contractor for completion or releases it to the Department of Education Chief of Personnel Security. The contractor must resubmit the letter to the COR within 7 business days or the contractor employee must be removed from the contract.
5. The IES Security Representative will notify the contractor or subcontractor if the pre-existing clearance was identified and ruled to be acceptable by the Department of Education Chief of Personnel Security.
6. Those employees whose pre-existing clearances are not verified and approved must follow the process outlined next to apply for a security clearance.

²³ <http://www2.ed.gov/policy/gen/leg/foia/acsom5101.pdf>

For contractor employees who have not undergone appropriate personnel security screening for another Federal agency, all contractors must comply with the Principal Office (PO) Executive Office or Computer Security Officer's pre-processing requirements for personnel security screening and granting access privileges. **No contractor employees are permitted unsupervised access to unclassified sensitive information (i.e., personally identifiable information), direct access to respondents who are minors, or Department of Education IT systems until they have submitted applicable security screening documents.**

For each contractor employee in a moderate risk level position the completed security screening documents must be accepted by the COR and the IES Security Representative and submitted to the Department of Education Chief of Personnel Security within 14 days of the date the contractor employee starts working on the contract. In order to meet this Departmental requirement, steps 1 through 7 must be completed within 14 days of the date the contractor employee starts working on the contract. **To meet this 14 day deadline and the interim deadlines specified below, it is strongly recommended that the contractor request the account initiation three (3) weeks before the contractor employee starts contract work and encourage each contractor employee to complete all required security screening forms before starting contract work.**

Contractor employees in High Risk IT (6C) Level positions require preliminary personnel security screenings before they are given access to unclassified sensitive information or Department of Education IT systems (see page 7 of OM:5-101 for more details).

The security screening of contractor and subcontractor employees not holding the Department recognized security screening credentials must follow these required steps:

1. The contractor must provide the COR with an electronic listing of all employees on a specific contract, with the risk level associated with the position held by each employee as specified in the contract solicitation. The COR will review the electronic listing for completeness and approve. The listing will not be approved if it is found to be incomplete.
2. The Department of Education participates in the OPM e-QIP system to facilitate the security screening process for contractor employees. IES will initiate an e-QIP account for each contractor employee. **It is advisable to request the account initiation three (3) weeks before the contractor employee starts contract work.** For the initiation of these accounts, the Contractor Security Liaison must use the COR-approved list of employees and the risk levels assigned to the employees' positions to produce and submit the following list using the attached template:
 - a. For each contractor employee provide: Social Security Number, Full Name, Date of Birth, Place of Birth, risk level, e-Mail Address, and phone number. The Contractor Security Liaison must place the spreadsheet in a password protected file, then upload the list to the IES secure server, and send an e-mail notification of the transmission to the IES

- Security Representative. The IES security staff will use this list to establish the contractor employee e-QIP accounts. The COR will work with the contractor to establish access to the IES secure server at the outset of the contract.
- b. Once IES sets up the e-QIP accounts for contract employees, the IES Security Representative will send an email to the Contractor Security Liaison stating that the employee has an active account on the e-QIP system. The COR is copied on this email notification.
 - c. The Contractor Security Liaison must notify their employees of this active account. A computer with Internet access and web browsing software is required for the contractor employee to access their E-QIP account. Each employee must log into their personal account in e-QIP, enter the requested information, finish the application process and print, sign, and date the e-QIP signature pages.
3. Each contractor employee must submit a completed set of security screening forms to their Contractor Security Liaison as provided by the IES Security Representative, including for example:
- a. The signed and dated e-QIP signature pages,
 - b. The Declaration of Federal Employment (OPM form OF-306),
 - c. The Fair Credit Release Form,
 - d. The Request for Security Officer Action (RSA) Form,
 - 1) The contractor employee shall complete only those items in section 1 of the form (name, date of birth, place of birth, organization, position title, duty station, social security number, and work phone number).
 - 2) The contractor shall complete section 5 (Project Requiring Highest ADP Level) using the assigned security clearance for each employee's position.
 - e. Two sets of fingerprints on separate copies of form FD-258,
 - 1) The Contractor Security Liaison shall help arrange fingerprinting for each contractor and subcontractor employee. Fingerprinting can usually be done at a local police station. (Electronic fingerprints are not accepted at this time.)
4. Each contractor must ensure that the forms are complete and that all contractor employee required security screening forms are transmitted to the COR within two (2) business days of an employee starting work on an IES contract.
- a. The Contractor Security Liaison must collate the forms in each security screening package by employee and transmit a complete set of security screening documents for each employee to the COR via courier (e.g., Federal Express) using a tracking number with signature required,
 - b. The COR will not accept security screening packages that are not collated by employee (i.e., all forms noted in point 3 above will be bundled by employee). The COR will review all security screening documents for each contractor employee for completeness, returning any incomplete security screening documents to the Contractor Security Liaison for completion. The contractor must resubmit the completed security screening documents to the COR within 7 business days or the contractor employee must be

removed from the contract. **No contractor employees are permitted unsupervised access to unclassified sensitive information (personally identifiable information), direct access to respondents who are minors, or Department of Education IT systems until they have resubmitted applicable screening documents.**

5. The COR will submit the completed packages of security screening documents to the IES Security Representative for processing.
6. The IES Security Representative reviews each package of security screening documents and electronic information submission to ensure everything required has been provided and either rejects the package, sending it back to the submitter for completion/correction or releases it to the Department of Education Chief of Personnel Security. In the event that an application is rejected at this stage, the contractor must resubmit the corrected forms to the COR, or have the contractor employee correct the e-QIP submission, within two business days. The IES Security Representative must be notified as soon as the updated e-QIP submission is completed.
7. The contractor employee application for each individual in a moderate risk level position must be submitted to the Department of Education Chief of Personnel Security within 14 days of the date the contractor employee starts working on the contract. Contractor employees in High Risk IT (6C) Level positions require preliminary personnel security screenings before they are given access to unclassified sensitive information or Department of Education IT systems.
8. After a package of security screening documents is transmitted to the Department of Education Chief of Personnel Security, the Office of Management security staff conducts a further review and either rejects the package of security screening documents, sending it back to the submitter for completion/correction or releases it to OPM.
9. OPM then assigns an investigator to conduct the type of investigation indicated by the department (this is tied to the level of access to PII that the applicant will have).
10. The Chief of Personnel Security will request the expansion of background investigations to obtain additional information to the extent necessary to make personnel acceptability or suitability determinations. These determinations will be made using criteria established by the OPM for the purpose of determining suitability for employment in the Federal competitive service, as described in 5 CFR 731.202, and other OPM guidance as applicable. The Chief of Personnel Security determines whether a contractor employee is acceptable for the position from a personnel security standpoint.
11. When the OPM investigation is complete, the RSA form with the clearance indicated is sent to the Department of Education's Office of Management for processing.

12. The Office of Management returns the RSA form to the IES Security Representative for recordation and distribution to the COR.
13. The COR transmits the RSA form with clearance indicated to the Contractor Security Liaison for their records and for distribution to the Contract Project Leader.
14. The Contract Project Leader then distributes copies of the clearance to the employee.
15. The Chief of Personnel Security will inform the COR when he or she determines that a contractor employee is not acceptable to render service(s) or, if appropriate, to otherwise perform under a contract.
16. Each contractor will officially notify its contractor employee if he or she will no longer work on a Department contract.
17. In the event a contractor employee is deemed unacceptable for the position from a personnel security standpoint, the Chief of Personnel Security will usually provide the contractor employee with an opportunity to refute, explain, clarify, or mitigate information in question.
18. If, after final determination by the Chief of Personnel Security, a decision is made that the contractor employee is not acceptable to render services on a contract and access is denied, the COR will inform the Contracting Officer. The Contracting Officer must inform the contractor (i.e. employing firm) that the contractor employee is not acceptable to render services in this particular position, or, if appropriate, to otherwise perform under the contract. The contractor will notify the contractor employee. A final determination cannot be appealed.
19. At any time during the life of the contract a contractor or subcontractor employee (including any field staff) discontinues work on the contract or leaves the employment of the contractor, the contractor shall notify the COR within two days of the date that the employee is no longer working on the contract or within one business day if removed for cause. The contractor shall provide the reason why the employee is no longer working on the contract. The COR will provide this information to the IES Security Representative.
20. Each contractor is responsible for the protection of sensitive or Privacy Act-protected information from unauthorized use or misuse by its employees, subcontractors, or temporary workers, and for preventing access to others, who are not authorized and have no need to know such information.
21. The contractor shall submit monthly information to the COR indicating which employees were billed to the contract that include the e-QIP number of the person being billed. The COR will reject payments to employees without an e-QIP number. For employees with pre-existing clearances from other contracts, this shall be noted on the monthly payment form.

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The contractor shall verify with the COR that the security screening processes have not changed by the time the contract is active.

Appendix C. Concept Paper Template

Concept Paper Review Questions

Category	Questions to ask
Research questions	Are the research questions clearly stated and policy relevant?
Need	Is there evidence that there is a pressing need for the project? This may be demonstrated by explicit request from a client or other evidence.
Literature	Does the paper provide a connection to existing literature in the field and contextualize the work in that way?
Data	Is there evidence that the data is appropriate to the questions and that the REL can secure the data needed for this study?
Methods	Are the research methods and analyses appropriate for the questions?
Timeline	Has the REL described a feasible timeline that includes necessary levels of approval and review?
Products	Are the final products appropriate for the intended purpose and audience?
Staff expertise	Is there evidence that the proposed staff has a level of expertise in an area appropriate for the project?
Original	Does this project make an original contribution? This does not mean that such work has never been done before, only that it is new in this context.
Writing quality	Is the paper written in a way that is well organized, free of errors, easy to understand, and free of jargon?

Concept Paper Template. Please note, there three separate templates for concept papers. The first is for events, the second is to TCTS activities, the final is for research studies.

Event Concept Paper

Complete Section 1 (Event Proposal) of this form for proposed workshops, presentations, and events, including Bridge Events. Please complete all questions in Section 1, attach the required materials listed at the end of this section, and submit it as your project proposal. If a change to the date, location, title, key staff, co-sponsor, agenda or goals occurs after this proposal has been submitted, please resubmit Section 1 of the proposal to your COR.

Section 1 – Event Proposal

Deliverable Number:
Date of Event:
Location:
REL:
Event title:
Key Staff: <i>The key staff should include any presenters, event organizers, and facilitators.</i>
Key Staff #1
Name:
Title:
Affiliation:
Role:
Key Staff #2 (if applicable)
Name:
Title:
Affiliation:
Role:
Key Staff #3 (if applicable)
Name:
Title:
Affiliation:
Role:
Please state the goal(s) for and anticipated outcome(s) of the proposed event:
Please state the goal(s) for and anticipated outcome(s) of the proposed event:

Describe the primary audience for the event (e.g., specific individuals, groups, SEAs and/or LEAs). Explain how the structure of the event is aligned to the audience. Describe how the audience will be recruited. Please limit this explanation to 350 or fewer words.
Toward which high priority topic area (or regional need) will this event be geared? Indicate whether any partnership(s) will participate in this event, and briefly describe how this event relates to the overall goal or purpose of the target partnership(s). If this work is being conducted outside of your partnerships, choose the last option (“no partnership”), and explain the rationale. Partnership #1:
Partnership #2 (if applicable):
No Partnership:
Please describe the content of the proposed event, including the primary source(s) of the content. Please describe the research-based evidence that will be addressed during the event, and explain how this evidence will meet the needs of your audience.
Explain how this event contributes to a cohesive body of work conducted by the REL. For example, does this event build on other REL or NCEE products or a previous event? Does it relate to any of your research projects? Are follow-up activities planned? If this event builds on a previous event or is expected to serve as a baseline or building block for additional activities, please explain. Please explain how the REL will support the use of knowledge or skills gained at this event.
Please answer the following logistical questions about the proposed event.
Event mode:
Event type:
Event length: Choose an item.
Topic area:
Research report the event is based on:
Target audience: Choose an item.
Target number of participants: Choose an item.
Type of breakout groups: Choose an item.
Proposed activities for audience participation: Choose an item.
Technology used: Choose an item.

Co-sponsor of the event:
Role of the co-sponsor:

Title

Annotated Agenda

A detailed, annotated agenda that includes the following for each section of the event:

- Who will present
- The content (and related sources) to be presented
- The goals and objectives
- Any activities for the audience
- Materials to be used or distributed (including handouts or datasets)
- Length of time

Presenter(s)

Provide a 1-paragraph cameo for each lead presenter.

Timeline

A timeline for planning this event, including dates for submitting the final agenda, event materials, and event report (with customer satisfaction data).

Exhibit X. Proposed project timeline (add or remove bullets as needed)

Activity/Milestone	2017											
	01	02	03	04	05	06	07	08	09	10	11	12
	●	●	●	●	●	●	●	●	●	●	●	●

Products (if applicable)

Describe the products that you expect to result from this event (e.g. not-for-distribution memo with tables; PowerPoint; widely distributed report; etc.). Where appropriate, please refer to the specific Product Line. Reviewers will be looking for: Are the final products appropriate for the intended purpose and audience?

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Name of Presenter

Insert current CV

TCTS Concept Paper

Date of TCTS:
Location:
Key Staff: <i>The key staff should include any presenters, event organizers, and facilitators.</i>
Key Staff #1
Name:
Title:
Affiliation:
Role:
Key Staff #2 (if applicable)
Name:
Title:
Affiliation:
Role:
Please state the goal(s) for and anticipated outcome(s):
Who requested this training, coaching, or technical support? Please provide the name of specific individuals, their affiliation, and the reason for the request.
Describe the primary audience for the assistance (e.g., specific individuals, groups, SEAs and/or LEAs). Explain how the proposed structure is aligned to the audience. Please limit this explanation to 350 or fewer words.
Toward which high priority topic area (or regional need) will this TCTS be geared? Indicate whether any alliance(s)/partnership(s) will participate in this TCTS, and briefly describe how this event relates to the overall goal or purpose of the target alliance(s)/partnership(s).
Please describe the content of the proposed TCTS, including the primary source(s) of the content. Please describe the research-based evidence or best practices that will meet the goal how this evidence will improve capacity.
Explain how this TCTS contributes to a cohesive body of work conducted by the REL. For example, does this event build on other REL or NCEE products or a previous event? Does it relate to any of your research projects? Are follow-up activities planned? Please explain how the REL will support the use of knowledge or skills gained through this TCTS.

Annotated Agenda

Title and Date(s)

A detailed, annotated agenda that includes the following for each section of each TCTS session:

- *Who will present*
- *The content (and related sources) to be presented*
- *The goals and objectives*
- *Any activities for the audience*
- *Materials to be used or distributed (including handouts or datasets)*
- *Length of time*

Presenter(s)

Provide a 1-paragraph cameo for each lead presenter and attach CV.

Timeline

A timeline for planning this TCTS, including dates for submitting the final agenda(s), TCTS materials, and a summary report (with customer satisfaction data).

Exhibit X. Proposed project timeline (add or remove bullets as needed)

Activity/Milestone	2013											
	01	02	03	04	05	06	07	08	09	10	11	12
	●	●	●	●	●	●	●	●	●	●	●	●

Concept Paper Outline for Applied Research Study

Please complete all sections. This concept paper must include the following clearly labeled sections:

- **Principal Investigator(s):** Please identify the individual(s) who will be primarily responsible for conducting this work. **Note: Principal Investigator #1 is understood to be the “first author” on any product, including this concept paper.**
 - **Research Questions**
 - **Meeting a need:** Specify the audience(s) for the work and explain how this project will be useful to that audience. Explain what action or decision can be made based on the work to be conducted. If applicable, describe how the work proposed builds on or connects with previous research by the research alliance or lays the groundwork for future research projects.
 - **Literature Review:** A *very brief* review of literature that provides context for your study and demonstrates how your study will provide new information and is informed by previous work in this field.
 - **Data Sources:** Explain the data that will be used, including whether you currently have access to these data or the likelihood of securing necessary data.
 - **Analysis Methods:** Briefly describe the methods you plan to use to analyze the data, including justification for these methods.
 - **Proposed timeline:** Includes important milestones and expected completion date for each deliverable.
 - **Product(s):** Describe the products that you expect to result from this project or study (PowerPoint; widely distributed report; infographics; etc.).
1. **References:** A reference list of sources cited in the concept paper (references are not included in the five-page limit).
 2. **Supporting information from the proposed Principal Investigator #1 for this project** (supporting information is not included in the five-page limit):
 - Current CV
 - ***If a proposed product is a written report:*** The full text of a scholarly article or report (published or unpublished) on which Principal Investigator #1 is the first author, as well as the citation for this article or report. If no article or report is available, provide a justification for why this individual has been selected as Principal Investigator.

Appendix D: Earned Value

Earned value must be reported for two types of IT funding on a monthly basis— Development/Modernization/Enhancement (DME) and Steady State Funding. Examples of DME funding include: Website development, creating tools, and developing software. Examples of Steady State funding include maintaining a website and maintaining existing tools.

Each month the contractor must submit an EVM Reporting Sheet and EVM Backup for DME and Steady State funding separately. Therefore, there will likely be 4 spreadsheets submitted. EVM will be reported in 6 month periods, from October 1st to March 31st and April 1st to September 30th of each year.

The REL must use the spreadsheet attached for the format. All changes, modifications, enhancements, or deviations from the template must be approved in advance.



EVM Reporting
Sheet.xls



EVM Back up.xlsx

Appendix E: Risk Register

In each monthly report, the REL should include a risk register. The register should provide an update with any factors that may put the deliverable at risk for meeting the original due date or scope of the project.

Risks should be entered for any IT project where there are concerns. At a minimum, if deliverables are being delivered more than a week from the projected date, there should be a risk entered (even if the deliverable is early). Similarly, an entry should be added if there is a change in scope of the project and an alternate workshop or webinar is being proposed.

The register should include the following columns:

- *Risk Name:* Up to one sentence describing the risk
- *Risk Description:* Up to 3 sentences describing what the risk is and why it is a risk
- *Risk Probability:* This should be probability of the risk happening. Please assign each risk a low, medium, or high probability. A low probability would be a 5-20% chance, a medium probability would be 20-50% chance of occurring, and a high probability would be greater than 50% chance.
- *Risk Impact:* This should be how much impact the risk would have on the overall shape and scope of the project. Please assign each risk a low, medium, or high probability. A low impact would be a change not noticeable to anyone outside of the program (such as if you had to push back a webinar, but had not done any publicity yet). A medium impact would be noticeable to key stakeholders (such as pushing back a webinar after announcing it to a research alliance). A high impact would be very noticeable to users (such as pushing back a webinar after a newsflash has gone out)
- *Open Date:* This is the date that you first realized the risk.
- *Closed Date:* This is the date that the risk has been mitigated. It often takes more than a month to mitigate risks, so this field may be blank.
- *Mitigation Plan:* This field should discuss how you are addressing the risk. It should be updated on a monthly basis as you make progress in closing the risk.
- *Risk Owner:* This should be the person assigned to making sure the action is taken to mitigate the risk.

An example risk log is as follows:

Risk Name	Description	Prob	Impact	Open Date	Close Date	Mitigation Strategy	Owner
Securing data for EWS web tool	The data needed to validate the EWS tool has been delayed. This is pushing back the project delivery date.	High	High	7/1/17	12/1/17	<p>December 2017: This risk is closed due to the data being secured.</p> <p>November 2017: The REL is working to secure the data and has adjusted the schedule to reflect that the software will be delayed by</p>	Tom

Risk Name	Description	Prob	Impact	Open Date	Close Date	Mitigation Strategy	Owner
						<p>6 months. The COR has approved the revised schedule.</p> <p>October 2017: The REL is in communications with the state to obtain the data.</p> <p>September 2017: The REL has met with state officials to re-request the data. The state has declined to give the REL 2016 data, but will give the REL 2017 data when finalized.</p> <p>August 2017: The REL has been unable to meet with the state due to conflicting vacation schedules. The delay in obtaining data will cause delays in the project.</p> <p>July 2017: The REL's application for 2016 state data has been declined. The REL is working to set up a meeting with the state to determine how best to proceed.</p>	

Appendix F: Website Templates and Guidance

Guidance for REL Websites: 2017–2022

The Institute of Education Sciences (IES) is in the process of redesigning its website. The new IES website is expected to launch in early 2016, with new REL websites on the IES server launching in early 2017, which corresponds to the 2017-2022 contract awards.

The 2017-2022 REL contractors are expected to use the pre-existing REL templates to develop initial content and applications for a section of the IES website designated for their region. This will serve as the REL [Region] website throughout the life of the contract. The contractor is also expected to maintain and update content on the REL website (housed on the IES server) on a regular basis. This document provides information about the websites in a question and answer format. Please note that all content posted to the REL website must be approved by the COR.

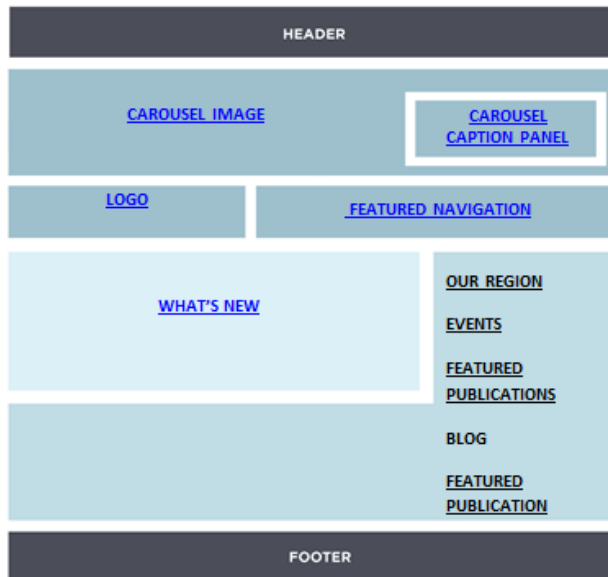
What is the REL contractor expected to do to maintain the website? The REL contractor is expected to:

- Develop the content and design for the home page and all interior pages. The contractor shall review all content on the website for currency and accuracy on a regular basis.
- Add new events to the REL Events calendar a minimum of 3 weeks before the event
- Update existing events with event materials, videos, and transcripts a maximum of 4 weeks after the event
- Post new blog entries.
- Prepare publications for release on the website, including entering the publication into the publication database, updating the Featured Publication element, and developing the report in HTML.
- Develop new tools or applications (optional).
- Add new Ask a REL questions and answers to a central database.
- Prepare videos for streaming from the website (in addition to preparing videos for the IES YouTube channel).
- Ensure all aspects of the website, including PDFs and tools, are 508 Compliant.
- Post approved “Works in Progress” and ensure that the descriptions and expected release dates are updated on a monthly basis.

What is the approval process for website content? All content for the website, including text changes, events, blog posts, work in progress, tools, and videos must be approved by the COR prior to the content going “live.” Different types of content will have different review processes. For example, draft blog posts will be sent to the COR in Microsoft Word for review and comment, while videos may have several draft deliverables (concept paper, script, storyboard, and draft video). Once the content is approved by the COR, the contractor should develop web content on the IES Development server and then send the COR a link to review the web page. The contractor may only make content live upon approval by the COR.

How much flexibility do contractors have in adapting the design of the REL websites? REL contractors are expected to use the IES template and have a consistent look and feel across the program. However, the REL contractor is not required to incorporate all components of the template. For each REL homepage, there are several components for the homepage (below):

- **Header:** The header is set at the REL program level and will not be customizable to each webpage. This is a required component.
- **Carousel image and caption panel:** Each REL website is required to have 3-5 carousel images. These images can highlight publications, events, infographics, regional needs, or other high priority items for the REL. The caption panel should include information about what the REL is highlighting and a link to other related sections of the website.
- **Logo:** The REL should use the approved logo for their region. This is a required field.
- **Featured Navigation:** The website is required to use featured navigation and to have 4-5 navigation items. The “About” and “Our Work” components are required; “Partnerships” and “Events” components are strongly encouraged, but not required. The featured navigation will become the interior level navigation.
- **What’s New:** The “What’s New” feature will highlight recently released reports and upcoming events. This is a required field because it feeds into the REL Program’s “What’s New”, as well as and the NCEE and IES “What’s New”.
- **Our Region:** The “Our Region” box is required and it should contain a map with the states or entities served by the REL. It should link to a page that contains demographic information from the National Center for Education Statistics about the region that the REL serves (including links to the nces.ed.gov website for more information), the projects that the REL is conducting in each state or entity, and the needs of the region.
- **Featured Publication:** This is an optional component used to highlight a specific publication. The box should contain the report’s title and a picture of the cover of the report. The title of the report should link to the report landing page and there should be a link to all of the publications produced by the REL at the bottom.
- **Blog:** This is an optional component used to highlight recent blog entries and newsletter items.
- **Events:** This is a required item that will display two upcoming events and the most recent archived events. These events will link to the central REL events database. The events page should contain the agenda, information about the event, and information about how to register for the event. The archived page will contain the agenda, information about the event, event materials, and a video of the event (including the transcript).
- **Featured Infographic:** This is an optional component to highlight an infographic produced by the REL.
- **Other boxes:** The REL contractor may propose other boxes, such as a featured tool, featured video, and the like. These should be in the same style and format as the other boxes.
- **Link to YouTube:** This should link to the REL’s playlist on the IES YouTube Channel.
- **Link to Twitter:** This should link to the REL’s Twitter page.



For all other pages, there is maximum flexibility within the template. The RELs can choose the top level navigation (which should be consistent across all of a REL's interior pages and match the featured navigation).

RELs are encouraged to develop their publications as website text in addition to PDFs, but this is not required. The RELs are required to have a publication page for each product that has the PDF, information about the report, and links to related publications. It is optional, but encouraged to link to related events, works in progress, and programs.

What about historical materials? The 2017-2022 REL contractor is tasked with maintaining a website for their region. The website may include materials produced by earlier contracts for that region, with appropriate documentation of which contract produced the content. Each of the new REL contractors will receive a folder of archived web content (including text, images, documents, videos, and applications). The 2017-2022 REL contractor should use transition materials to build a comprehensive and useful website that builds upon previous resources. The contractor should not develop a separate archived site and is not required to incorporate every component of the previous site, but should work with their COR to determine what the best selection of existing and new content to create a new high-quality REL webpage on the IES server.

What web material is needed for publications produced by a previous contractor? At a minimum, new contractors will be required to develop web material (What's New and the publication page) for any publications by the former contractor of that region released after

January 1, 2017. The contractor will also be expected to link to any related publications or events hosted by the former contractor, as appropriate.

Do videos need to be embedded in the REL website? REL contractors are encouraged to embed videos on the REL website, when feasible. Shorter videos (those less than 10 minutes) should be embedded in a way which allows them to be viewed directly on the site. Longer videos, especially of archived webinars, can be hosted only on the IES YouTube site and linked to from the IES website. RELs are encouraged to develop shorter videos that summarize key points from longer events. RELs are encouraged to embed shorter videos on the REL website, but it is not required. All videos are required to be hosted on the YouTube site, even if they are available to stream directly from the REL website.

Can successful offerors have a REL website outside of the IES website? No. REL contractors will not be allowed to use REL funding to develop a website outside of the IES hosted website and may not refer to an externally hosted website while conducting REL business (such as in publicity materials, via Twitter, in events, etc.).

What are the technical specifications of the website? The IES Data Center is built on a Microsoft Windows Server that is housed in the Amazon Cloud. All coding should be done using a .NET framework. IES will provide additional specifications at the kickoff of each project, as needed.

Does the website material have to be 508 compliant? All material on the website, including videos, webinars, infographics, publications, and applications must be 508 compliant. The contractor is not authorized to develop or post material that is not 508 compliant.

The application I want to develop does not fit with the existing specifications of the website; can I host the application elsewhere? No, all IT developed using REL funding must be hosted by the IES Data Center. Contractors are required to set up a project kickoff meeting with their technical staff and the IES Director of Technology in the earliest stages of the project to ensure that an adequate technical solution is being used.

Can I embed my Twitter feed into my webpage? No—third-party applications are not allowed on the IES website. However, RELs will have a link to their social media account on their home page.

Will IES provide metrics for the website? Yes, REL contractors will have access to Google Analytics where they can develop metrics reports.

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K. 1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Reference 52.203-11)

K. 2 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

(Reference 52.204-5)

K. 3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is

(2) The small business size standard is

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management, and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

/_/ (i) Paragraph (d) applies.

/_/ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xvix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are

current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

K. 4 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR. (NOV 2014)

(Reference 52.204-17)

K. 5 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(Reference 52.204-19)

K. 6 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (DEC 2014)

(Reference 52.209-2)

K. 7 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are /_/ are not /_/ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have /_/ have not /_/, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are /_/ are not /_/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Have /_/, have not /_/, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. ?? 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. ?? 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. ?? 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has /_/ has not /_/, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K. 8 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database at <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

K. 9 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

(a) Definitions. As used in this provision--

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is NAICS code].

(2) The small business size standard is size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [square] is, [square] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____--.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____--.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or

HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____--.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K. 10 52.219-22 {52.219-22} [RESERVED]

K. 11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /_/ has, /_/ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It /_/ has, /_/ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K. 12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K. 13 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

(Reference 52.222-38)

K. 14 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision--

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

K. 15 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (DEC 2012)

(Reference 52.225-25)

K. 16 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

____/ (1) "Certificate of Concurrent Submission of Disclosure Statement." The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

____/ (2) "Certificate of Previously Submitted Disclosure Statement." The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official

Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

____/ (3) "Certificate of Monetary Exemption." The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

____/ (4) "Certificate of Interim Exemption." The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

____/ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. ____/ yes ____/ no

(End of Provision)

K. 17 52.230-7 PROPOSAL DISCLOSURE -- COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes

No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K. 18 3452.209-70 CONFLICT OF INTEREST CERTIFICATION (MAY 2011)

(a)

(1) The contractor, subcontractor, employee, or consultant, by signing the form in this clause, certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) Unequal access to information. A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

(ii) Biased ground rules. A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) Impaired objectivity. A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict.

In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered

after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802.

Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

(f) Conflict of Interest Certification.

The offeror, _____, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. _____ that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such conflict of interest (or apparent conflict of interest).

Offeror's Name _____

RFP/Contract No. _____

Signature _____

Title _____

Date _____

(End of Clause)

K. 19 3452.227-72 USE AND NON-DISCLOSURE AGREEMENT (MAY 2011)

(a) Except as provided in paragraph (b) of this clause, proprietary data, technical data, or computer software delivered to the Government with restrictions on use, modification, reproduction, release, performance, display, or disclosure may not be provided to third parties unless the intended recipient completes and signs the use and non-disclosure agreement in paragraph (c) of this clause prior to release or disclosure of the data.

(1) The specific conditions under which an intended recipient will be authorized to use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data subject to limited rights, or computer software subject to restricted rights must be stipulated in an attachment to the use and non-disclosure agreement.

(2) For an intended release, disclosure, or authorized use of proprietary data, technical data, or computer software subject to special license rights, modify paragraph (c)(1)(iv) of this clause to enter the conditions, consistent with the license requirements, governing the recipient's obligations regarding use, modification, reproduction, release, performance, display, or disclosure of the data or software.

(b) The requirement for use and non-disclosure agreements does not apply to Government contractors that require access to a third party's data or software for the performance of a Government contract that contains the 3452.227-73 clause, Limitations on the use or disclosure of Government-furnished information marked with restrictive legends.

(c) The prescribed use and non-disclosure agreement is:

Use and Non-Disclosure Agreement

The undersigned, _____, an authorized representative of the _____, (which is hereinafter referred to as the "recipient") requests the Government to provide the recipient with proprietary data, technical data, or computer software (hereinafter referred to as "data") in which the Government's use, modification, reproduction, release, performance, display, or disclosure rights are restricted. Those data are identified in an attachment to this agreement. In consideration for receiving such data, the recipient agrees to use the data strictly in accordance with this agreement.

(1) The recipient shall--

(i) Use, modify, reproduce, release, perform, display, or disclose data marked with Small Business Innovative Research (SBIR) data rights legends only for government purposes and shall not do so for any commercial purpose. The recipient shall not release, perform, display, or disclose these data, without the express written permission of the contractor whose name appears in the restrictive legend (the contractor), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these data to submit offers for, or perform, contracts with the recipient. The recipient shall require its subcontractors or suppliers, or prospective subcontractors or suppliers, to sign a use and non-disclosure agreement prior to disclosing or releasing these data to such persons. Such an agreement must be consistent with the terms of this agreement.

(ii) Use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data marked with limited rights legends only as specified in the attachment to this agreement. Release, performance, display, or disclosure to other persons is not authorized unless specified in the attachment to this agreement or expressly permitted in writing by the contractor.

(iii) Use computer software marked with restricted rights legends only in performance of contract number _____. The recipient shall not, for example, enhance, decompile, disassemble, or reverse engineer the software; time share; or use a computer program with more than one computer at a time. The recipient may not release, perform, display, or disclose such software to others unless expressly permitted in writing by the licensor whose name appears in the restrictive legend.

(iv) Use, modify, reproduce, release, perform, display, or disclose data marked with special license rights legends [To be completed by the contracting officer. See paragraph (a)(2) of this clause. Omit if none of the data requested is marked with special license rights legends].

(2) The recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these data from inadvertent release or disclosure to unauthorized third parties.

(3) The recipient agrees to accept these data "as is" without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding data specified in a contract for the performance of that contract.

(4) The recipient may enter into any agreement directly with the contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these data.

(5) The recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data received from the Government with restrictive legends by the recipient or any person to whom the recipient has released or disclosed the data.

(6) The recipient is executing this agreement for the benefit of the contractor. The contractor is a third party beneficiary of this agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the recipient or any other person to whom the recipient has released or disclosed the data, to seek damages from any breach of this agreement, or to otherwise enforce this agreement.

(7) The recipient agrees to destroy these data, and all copies of the data in its possession, no later than 30 days after the date shown in paragraph (8) of this agreement, to have all persons to whom it released the data do so by that date, and to notify the contractor that the data have been destroyed.

(8) This agreement shall be effective for the period commencing with the recipient's execution of this agreement and ending upon _____. The obligations imposed by this agreement shall survive the expiration or termination of the agreement.

Recipient's Business Name

Authorized Representative

Date

Representative's Typed Name and Title

(End of Clause)

K. 20 3452.232-71 INCREMENTAL FUNDING (MAY 2011)

Sufficient funds are not presently available to cover the total cost of the complete project described in this solicitation. However, it is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause titled "Limitation of Funds" in FAR 52.232-22. Under that clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover an estimated base performance period. Additional funds are intended to be allotted to the contract by contract modification, up to and including the full estimated cost of the entire period of performance. This intent notwithstanding, the Government will not be obligated to reimburse the contractor for costs incurred in excess of the periodic allotments, nor will the contractor be obligated to perform in excess of the amount allotted.

(End of Provision)

K. 21 310-9 APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985)

The offer [] does, []does not, have an approved accounting system for purposes of cost reimbursement under this requirement. If so, specify the approving government audit agency or office and the date of approval.

(Date)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L. 1 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)

(Reference 52.204-16)

L. 2 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MANAGEMENT (NOV 2014)

(Reference 52.204-18)

L. 3 52.215-1 I INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)--ALTERNATE I (OCT 1997)

(a) "Definitions." As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) "Amendments to solicitations." If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) "Submission, modification, revision, and withdrawal of proposals."

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) "Submission, modification, revision, and withdrawal of proposals."

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) "Offer expiration date." Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) "Restriction on disclosure and use of data." Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) "Contract award."

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(f)

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the

Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

L. 4 Instructions to Offerors

INSTRUCTIONS TO OFFERORS

REGIONAL EDUCATIONAL LABORATORY (REL) PROGRAM

I. Introduction

All proposals received in response to this Request for Proposals (RFP) will become a part of the official contract file. The RFP does not commit the U.S. Department of Education (Department) to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition. The Department will not be obligated to provide any equipment or a work site.

Offerors shall prepare separate technical and business/cost proposals in response to this RFP. The technical proposals shall not contain reference to specific costs, although resource information may be included so that the offeror's understanding of the scope of the work may be evaluated. Cost information is restricted to the business proposal (with the limited exception of contract value data that offerors may include in the past performance volume explained in greater detail below). Each proposal shall be separate and complete so that evaluation of one may be accomplished independently of the other. The proposed costs shall also be commensurate with the proposed technical solution set forth in the technical proposal.

Submission Information:

The offeror shall submit their proposals as four separate digital files:

- (1) Technical Proposal (including appendices and résumés),
- (2) Business Proposal (narrative volume and price information)
- (3) Excel workbook of cost/price information contained in the narrative volume
- (4) Past Performance Volume.

Offerors must submit files electronically as PDFs and unlocked Excel spreadsheets. All pages shall be 8 ½ x 11. All pages shall be numbered.

Vendor Questions:

The Department will accept solicitation questions. Offerors must submit all questions to Jonathan E. Bettis (Jonathan.Bettis@ed.gov) with a cc to Heather Watroba (Heather.Watroba@ed.gov) no later than **1 PM Eastern on February 16, 2016**. The Department will not accept or respond to questions submitted via mail, facsimile, or telephone. The Department cannot guarantee responses to questions submitted after the stated deadline.

Proposal Submission:

The Department will only accept electronic proposals submitted in accordance with the instructions below. The Department will not accept or review proposals submitted by mail (public or private) or facsimile.

Electronic copies of proposals shall be emailed to Jonathan.Bettis@ed.gov with a cc to Heather.Watroba@ed.gov no later than **1 PM Eastern April 5, 2016**. **The Department's email servers cannot guarantee delivery of emails larger than 15MB.** This size restriction accounts for possible expansion of file size due to certain Microsoft Cloud properties. Offerors must submit PDF versions of the Technical and Business Proposals, and Past Performance Reports. Cost and price data should also be submitted as a Microsoft Excel file (additional information is provided below). If attachments are too large for one individual email then offerors may submit more than one email as long as the email subject line clearly indicates that multiple emails will follow (e.g. "REL XX Proposal: One of Four"). If a subcontractor is not willing to share its proprietary information with the prime contractor, the subcontractor may submit subcontractor packages directly to the contacts listed above by the deadline listed above.

II. Volume I: Technical Proposal (Page Limit: 75 Pages)

General instructions:

The offeror must completely address all of the tasks described in the Performance Work Statement (PWS) and provide sufficient detail on the proposed approach for each task to allow a Technical Evaluation Panel (TEP) to adequately evaluate that approach. All information necessary to evaluate the technical soundness and management capabilities of the offeror will be contained in the technical proposal. The TEP will not make assumptions or guesses.

Technical proposals shall be no more than 75 double spaced pages (8 ½ x 11) in length, using a 12 point font and 1 inch margins. Appendices do not count towards the 75 page limit. Below are some details about what may or may not be included in an Appendix:

- Tables and figures:
 - o GANTT charts may be single spaced and in an Appendix. They shall have size 12 font. There is no page limit.
 - o Organizational charts may be single spaced and size 10 font. These should appear in the body of the technical proposal, not in an Appendix.
 - o Deliverable Schedules may be in an Appendix. They shall have size 12 font and be double spaced. There is no page limit.
 - o The Table of Time Commitments of Staff may be single spaced. It shall have size 10 font and shall appear in the body of the technical proposal, not in an Appendix.

- All other tables and figures must have size 12 font and be double spaced. These should appear in the body of the technical proposal, not in an Appendix.
- Résumés may be single spaced. They shall have a size 12 font. There is a limit of 10 résumés of up to 3 pages each. These shall be in an Appendix.
- There are no page limits for the letters of commitment. These shall have a size 12 font and may be single spaced. These shall be in an Appendix.
- Concept papers shall be double spaced and shall have a size 12 font. There is a limit of 3 concept papers of up to 5 pages each. These shall be in an Appendix.
- The Cover Page, Cover Letter, and Table of Contents are excluded from the page limit. These pages shall have at least a size 12 font and do not need to be double spaced.

When labeling appendices please keep in mind the concept paper appendix naming requirements discussed in item 10 below. Appendices for information described above should begin with B and continue in sequence.

The Department will not review proposal pages that exceed the maximum page limit.

A résumé shall be included for up to 10 personnel named in the proposal. Each résumé must be no more than 3 pages and shall clearly demonstrate that individuals have the experience and expertise to perform the work for which they are proposed.

While the intent of each task is stated in the PWS, it is the offeror's responsibility to propose the most effective method for carrying out these tasks in their region. The task specifications contained in this RFP are a starting point; the proposal is expected to build on them by providing examples, where appropriate, rather than simply repeating the language contained in the PWS. Repeating the language of the PWS does not demonstrate an understanding of the requirement. Offerors are encouraged to suggest technical improvements to the work for each task and subtask if appropriate.

Proposals must include the following elements, in the order specified. Offerors can cross-reference between sections in the proposal:

1. Cover Sheet

The cover sheet must include the name and address of the entity submitting the proposal and be signed by an officer of the entity. The offeror shall explicitly state the region they are bidding for on the cover page. If the primary address of the offeror is outside of the region for which a proposal is being submitted, firms may add a second address to the proposal with a location or proposed location within the REL region. The cover sheet does not count against the page limit.

2. Cover Letter

The Cover Letter must contain a clear list of all proposed subcontractors, their small business status, and DUNS numbers of the prime. The cover letter does not count against the page limit.

Additionally, the Cover Letter must include an affirmation of acceptance of the Department's Rights in Data clause. The Department will include FAR Clause 52.227-17– *Rights in Data-Special Works* in the final contract. The Institute of Education Sciences (IES) affirms its commitment to, and points to its unimpeachable record of, releasing all high-quality scientific research and research-related products promptly and without regard to the nature of the findings. However, IES includes this clause to ensure that only high quality, peer-reviewed work is distributed. The offeror must affirm that, if it is awarded the contract, it will accept this clause in its entirety, without amendment. The Department will not negotiate this clause or its wording. Offerors must include the following affirmation of the offeror's acceptance of this clause for a REL contract in their region:

[Company name], by submitting this proposal and executing any contract that results from this proposal, affirms that it accepts in full the Department's inclusion of FAR Clause 52.227- 17– Rights in Data-Special Works in its entirety. We understand that the Department will not waive this clause or issue any contract that does not contain this clause.

3. Table of Contents

The table of contents shall identify key authors of each section. The offeror shall write the proposal in the order shown below. The table of contents does not count against the page limit.

4. Introduction

The offeror shall provide an introduction demonstrating an understanding of the project and a familiarity with the issues relevant to the REL program and the specific region for which the offeror is submitting a proposal. The overview shall briefly describe the technical approach the offeror proposes and provide rationales for why the proposed approach will meet the intent and requirements of the contract. The rationale shall include information on how the offeror gathered information on the needs of the region, including specifying how it sought input from state and local education agencies in the region and identifying key offices that provided input and/or feedback on the proposal. The offeror shall highlight any unique features or approaches included its proposal.

5. Technical Plan

The offeror shall provide details explaining the strategies, operations, and procedures it proposes, by task and subtask. The offeror shall add details and propose specific solutions to demonstrate an understanding of the purpose, requirements, complexities, and difficulties of this contract and how the offeror proposes to respond to them. Offerors shall not re-state the PWS, but shall instead use their expertise and understanding to propose a comprehensive proposal that builds upon the requirements stated in the PWS.

For each task in the PWS, the offeror shall provide the following information:

- A broad description of the work – strategies, operations, procedures, and activities – that the offeror proposes to achieve all task objectives over the five-year contract period, including a schedule of deliverables during the first year (which may be part of the Appendices listed above). Note that the schedule of deliverables will be updated each year with the contractor's Updated Annual Plan.
- Specific detail on the strategies, operations, procedures, activities and deliverables proposed for each task and subtask in the first year, including any specific ideas on topics for events, research, and training, coaching, and technical support, including a justification for why these strategies are the best option for the program.
- A description of work that the offeror, including key personnel, has conducted in the past that demonstrates that the offeror has the experience to carry out the task as described.

Subtask 3.3 in the PWS indicates that each REL shall be responsible for coordinating, reporting, and promoting REL activities on up to two non-overlapping topics in education that have both regional and national importance. In the proposal, the contractor shall indicate between one and three topic areas for which they have the expertise and experience to undertake this cross-REL coordination. Topics include but are not limited to: English learners, early childhood education, family and community engagement, transition to college, rural education, school completion, college and career readiness, educator quality, professional development, teacher preparation for instructional improvement, school climate, and research-practice partnerships.

In the proposal, the offeror shall identify 1-3 of the topic areas listed above (or others that meet the criteria of both regional and national importance) and provide information about the offeror's experience and capacity to serve in a cross-REL coordinating role for those topic areas. In addition, please describe the approaches or strategies that you will use to coordinate and disseminate the work and efforts of the entire REL program on the topics you have selected.

6. Proposed Personnel

The offeror shall propose a list of up to 10 named personnel, including the Director and Deputy Director, who will work on the contract. Tasks 3-6 must have designated task lead to be named as key personnel. Key personnel will include the Director, Deputy Director, and Tasks 3-6 leads. Additional personnel named in the proposal may or may not be designated as key personnel in the final contract, but should be responsible for large portions of technical direction and oversight during performance. Key personnel are considered essential to the performance of the work and any changes in these personnel require the approval of the Department.

For each individual, the offeror shall include their expected roles, and a description of the experience and expertise that the offeror believes qualifies these proposed staff to successfully complete the REL work. These descriptions shall be no more than one paragraph for each person that points towards the most relevant experience and qualifications that are applicable to the particular task.

In a separate appendix, the offeror shall include résumés for these individuals and only these individuals. These résumés should not exceed 3 pages and should include professional background, including degrees held and specializations, along with relevant experience and related accomplishments.

In addition, this appendix shall contain letters of commitment from all proposed subcontractors, consultants, professional staff not currently employed by the offeror, or collaborators. The appendix must also delineate the nature of each agreement and their commitment to the project if awarded the contract.

7. Time Commitments of Proposed Personnel.

The technical proposal must indicate the time commitments to both federal and non-federal contractual obligations (as well as outside consulting assignments) by all named personnel, including subcontractors, assigned to this project. Assigned personnel must be identified by name along with the percentage of their time allocated to those contractual obligations. The offeror must indicate the number of proposed hours of each staff person by subtask, and also describe the specific responsibilities of each proposed staff person. In addition, the offeror must indicate the number of hours (and proportion of time) committed by each staff person by-year, to encompass the full performance period of the anticipated contract. If proposed personnel are committed to more than 50% of time to *another* contract, please provide information on how you will transition those personnel to the REL. The contractor shall use the tables below:

Hour Allocations for Named Personnel

Staff/Consultant	Year 1		Year 2		Year 3		Year 4		Year 5		Total	
	REL	Other Projects	REL	Other Projects	REL	Other Projects	REL	Other Projects	REL	Other Projects	REL	Other Projects

Hour Allocations of Proposed Named Personnel by Task, Year 1 (please complete years 2, 3, 4 and 5 using the same format)

Staff/ Consultant	Task 1			Task 2							Task 3			Task 4		Task 5						Task 6					Total
	1.1	1.2	1.3	2.1	2.2	2.3	2.4	2.5	2.6	2.7	3.1	3.2	3.3	4.1	4.2	5.1	5.2	5.3	5.4	5.5	5.6	6.1	6.2	6.3	6.4	6.5	

The offeror shall ensure that the following personnel meet the specified criteria:

- **Project Director and Deputy Director.** Together, the Project Director and Deputy Director shall represent a combination of expertise in the areas of research, researcher-practitioner partnerships, and project management. Professional publications in applied education research and a project management certification are recommended, but not required. The Project Director shall commit at least 60% FTE to the contract during the first four years of the contract. The total combined FTE of the Director and the Deputy Director shall be at least 1.4 FTE throughout the duration of the contract. **The Director and Deputy Director shall be employees of the prime contractor.**
- **Dissemination Lead (Task 4):** The Dissemination Lead shall demonstrate a general expertise in dissemination best practices and expertise in Plain Language guidelines. The Task 4 lead shall also have relevant graphics expertise and sufficient experience in producing graphic summaries of education research for education policymakers and practitioners in an easy to understand format. The Dissemination Lead shall also have experience creating infographics and visually pleasing invitations, newsletters, and data analysis tools. Experience disseminating information within the federal space, including familiarity with the requirements of the Institute of Education Sciences (IES) Data Center and the IES Newsflash System is recommended, but not required. The Dissemination Lead shall commit at least 50% time throughout the duration of the contract.
- **Training, Coaching, and Technical Support for Evidence Use (TCTS) Lead (Task 5):** The TCTS Lead shall have significant experience providing similar training and coaching to educators ranging from the school level to state departments of education or equivalent. The TCTS Lead shall have experience in planning and conducting online learning opportunities for adult learners, including webinars, internet chats, and videos, and the ability to imagine new and engaging forms of professional learning opportunities. The lead shall also have experience leading teams that produce graphic summaries of research findings, including creating infographics. The TCTS Lead shall commit at least 60% time throughout the duration of the contract.
- **Research Lead (Task 6):** The research lead shall have a Ph.D. or equivalent degree and/or experience in sociology, psychology, economics, education or a related field and have significant experience conducting education research. The Research Lead shall have expertise working with practitioners to conduct research and have demonstrated scholarly content expertise in high priority areas identified by IES in the PWS or otherwise identified by the offeror and the region. The proposed Research Lead shall commit at least 50% time throughout the duration of the contract.

8. Management Plan and Timelines

The offeror shall provide a summary description of the management control system that will be used internally for planning, scheduling, budgeting, managing, and reporting the accomplishments of the REL. The offeror must describe how the internal management control system will be applied to the work of this proposal as specified in the PWS and the evaluation criteria. The proposed management system should include procedures for the following: (1) effective management of project resources; (2) procedures for controlling the quality of products/services; and (3) procedures for early identification of potential problems in carrying out task activities.

In addition to describing the management system, the offeror shall present the following information:

- An organizational chart for the project showing responsible parties and lines of authority for each task.
- An internal quality control plan that addresses accountability in each task and subtask area must be provided. This shall include the review process for deliverables before they are submitted to the COR and shall include which individuals are responsible for assuring that all work is complete, accurate, and free of errors and omissions. This quality control plan shall be included in the technical proposal and not in an Appendix.
- Sub-contractual or teaming arrangements including the work to be performed, responsibilities for tasks, reporting arrangements, and any other terms of the agreement. This information shall be included in a letter of commitment from the proposed subcontractor(s) or partners delineating the nature of the agreement. This information should be included as an Appendix.
- A schedule of task activities and the delivery of products in calendar weeks and the interrelationship of tasks throughout the first year of the project. This may be the GANTT chart in the Appendix.

In summary, the management approach should provide a clear indication that all tasks can be completed on time and with a high level of quality.

9. Organizational Capabilities, Experience & Resources

This section must describe pertinent corporate experience and qualifications in conducting the tasks/subtasks outlined in the PWS. This section must also briefly identify the organization's track record of recruiting and maintaining well-qualified researchers and staff, resources (other than personnel), such as facilities and equipment, that are available for use in carrying out the activities of this project.

10. Concept Papers

Each offeror shall submit three “concept papers” as proposed sample work products that respond in a realistic and regionally-specific manner to the general topics described for each region below. These “concept papers” shall be a maximum of 5 pages each and shall be included as Appendices A1, A2, and A3. Because these concept papers are included as appendices, they do not count towards the 75 page limit. Based on the topic assigned below to each of the 9 competitive regions, the three concept papers should propose a realistic:

- a. Training, coaching, and technical support for evidence use (TCTS) activity for one or more state or local education agencies in the region where this issue is especially salient and high-leverage (Appendix A1);
- b. A webinar, video, or other virtual learning activity that bridges research and practice on this topic (Appendix A2); and
- c. An applied research study on this topic that uses administrative data from one or more state or local education agencies in the region (Appendix A3).

“Concept papers” shall reflect a targeted, realistic plan that could commence within the first 6 months after the effective award date of a REL contract. If any plans included in these “concept papers” require an agreement for data access with a local education agency or a state education agency, or agreement for a presenter or trainer not currently employed by the offeror, please include a letter of agreement (which will not count toward the 5 page limit) in addition to the concept paper. Proposals or concept papers that have been previously reviewed by the Department may not be submitted.

Regions have been assigned the following topics for Appendices A1, A2, and A3 (all other appendices may begin with the letter B and continue in accordance with the other provisions of these instructions).

Appalachia: Topic: Increasing high school graduation rates

Central: Topic: Improving mathematics outcomes in the middle grades

Mid-Atlantic: Topic: Improving adolescent literacy outcomes

Midwest: Topic: Improving education outcomes for English learner students

Northeast and Islands: Topic: Postsecondary access, persistence, and/or completion

Northwest: Topic: Improving high school mathematics outcomes

Pacific: Topic: Improving beginning reading outcomes

Southeast: Topic: Kindergarten readiness

West: Topic: Transition to college and career for rural students

III. Volume II: Business Proposal (No Page Limit)

Each Offeror's business proposal must contain enough information for a cost realism determination to be made. Offerors are expected to use their best business judgment in submitting the necessary information. The Source Selection Official (Contracting Officer) can reject an Offeror's proposal if a negative cost realism determination is made, or if proposed prices are found to NOT be reasonable. Federal Acquisition Regulation (FAR) 15.404-1 states, "Cost realism means the costs in an Offeror's proposal are a) realistic for the work to be performed; b) reflect a clear understanding of the requirements; and c) are consistent with the various elements of the Offeror's technical proposal." As such, Offerors proposals must contain identification of cost or pricing data (i.e., data that are verifiable and factual) and an explanation of the estimating process. When applicable, the following items must be specifically identified; e.g., Other Administrative Data (Refer to FAR 15.408, Table 15-2 I.C.).

Page Limitation

There is no page limitation for the business proposal. Please verify that the contents of the business proposal are mathematically accurate and the supporting data reconcile in the proposal.

All text in a narrative volume shall be in size 12 font and double spaced. All charts in the business proposal shall not be smaller than font size 10. There are no spacing or size restrictions for Excel volumes.

Anticipated Contract Type

The Department anticipates awarding a hybrid Firm-Fixed Price (FFP) and Cost Plus Fixed Fee Type (CPFF) contract. The PWS describes which tasks are FFP and which tasks are CPFF. All travel shall be proposed on a cost reimbursement (CR) basis.

Funding

The Department anticipates awarding a 60 month multiyear contract that will be funded annually on an incremental basis. For planning purposes, assume an annual REL program budget of \$52 million broken out in the percentages below. For the proposed regional budget, assume an equal allotment will be given each year and that RELs can carry funds over from year to year, but funds are *not* interchangeable between CPFF and FFP and CR travel designations. Therefore, it is acceptable to propose higher expenditures in some years, as opposed to others.

The allocation of available funding is:

Table 2.0: REL Funding Estimates

REL	Percentage of Annual Allocation	Estimated Annual Budget (assuming \$52 million)
Appalachia	9.2	\$4,784,000
Central	9.3	\$4,836,000
Mid-Atlantic	9.6	\$4,992,000
Midwest	11.3	\$5,876,000
Northeast and Islands	10.1	\$5,252,000
Northwest	9.0	\$4,680,000
Pacific	9.1	\$4,732,000
Southeast	10.7	\$5,564,000
Southwest	10.7	\$5,564,000
West	11.0	\$5,720,000
TOTAL	100	\$52,000,000

When preparing your technical and budget proposals, please follow these approximate guidelines (+/- 5%) in order to apportion cost for all five years:

- a. Tasks 1-3: 20% of yearly budget
- b. Task 4: Dissemination – 10% of yearly budget
- c. Task 5: Training, Coaching, Technical Support – 40% of yearly budget
- d. Task 6: Applied Research: 30% of yearly budget

Please note: the Department expects that each offeror will propose a budget that utilizes the maximum projected funding level for each region. An offeror gains nothing by proposing a lower cost/price than the maximum amount provided in Table 2.0 above. Each offeror is expected to use the maximum amount available to each region to provide the most benefit possible to each region. An offeror with an inferior technical proposal but lower proposed budget will not overtake an offeror with a technically excellent proposal and a budget that proposes to use the maximum regional allocation.

Proposed Costs

The offeror shall submit proposed costs for each task and subtask, and for the project overall, to encompass the entire period of performance. The proposed budget for each task (and subtask) must include the number of hours each staff person is expected to commit. The prices shall be inclusive and reflect the cost of needs sensing.

Offerors must submit the following information with their business proposal:

1. Cover Sheet

The Department requests that offerors provide the following information on the cover sheet of the business proposal:

- 1) Solicitation Number (ED-IES-15-R-0016)
- 2) The name and DUNS of offeror and the sub-contractors
- 3) The percentage of the total proposed budget that will be given to each subcontractor

The cover sheet shall list the names and telephone numbers of persons authorized to conduct negotiations and a statement that your offer is firm for a period of at least 270 calendar days from the date of receipt of offers specified by the Government.

2. Price Information

The business proposal shall include a separate cost estimate for each task and subtask for all five years of performance. Business proposals that do not provide separate breakouts for each task and subtask are unacceptable, and the Department will not consider your proposal for award.

The business proposal shall include detailed cost breakdowns for staff, consultants, subcontractors, travel, supplies, computer costs, etc., for each task (separately). The offeror should provide information on the assumptions underlying estimates of direct costs. The offeror should also provide information on all indirect costs, such as overhead, fee, and G&A, including the categories on which overhead, fees, and G&A will be calculated. Similar business information shall also be submitted for subcontractors.

The offeror shall also provide a deliverables schedule showing all contract prices for the first year of performance (note that this is in addition to the Price Matrix that outlines Firm-Fixed Price costs for all years as described in greater detail below). The offeror shall submit supporting information documenting their price build up by year. The offerors shall submit adequate data to allow complete analysis and evaluation of proposed prices. If necessary, the Department will request other than cost and pricing data to determine that prices are considered fair and reasonable.

Food costs are not allowable under any circumstances, and offerors shall not include food costs in their proposals.

Pricing Matrix for Fixed Price Deliverables:

Offerors **must** use the attached pricing matrix to provide Firm-Fixed Price (FFP) information for all five years of performance for the FFP tasks only. This matrix will determine the prices for fixed price deliverables (both IT and non-IT). These prices will apply for each Updated Annual Plan and may only change with formal modification of any resulting contract.

The Department has provided a template to assist with this process. Offerors may add or delete deliverables consistent with its technical solution.

Offerors shall also submit the price for each task and subtask and a total for the 60 months of the contract. The Department's estimated task allocations described above apply to the full five-year contract period; the Department understands that different tasks may be more or less active (and thus represent a higher or lower fraction of resources) in any given year.

Offerors shall identify whether the price for each task and subtask is information technology (IT) or non-IT costs. Offerors must provide a table with the total amount of funds that are IT fixed price and non-IT fixed price by year.

3. Per Diem and Travel

Government per diem rules apply for travel costs. REL contractors are required to comply with the Department's policies regarding invitational travel. Contractors may use REL contract funds for invitational travel that provides a direct benefit to the Government or for travel in accordance with performance of the contract. Individuals or entities that are recipients of REL services will *not* receive Federal reimbursement for their expenses. The offeror must include a separate travel estimate that includes the proposed number of trips, origin and destination cities, airfare, per diem, and transportation. The Department understands that it may be difficult to predict travel beyond Year 1, but expects the offeror to use reasonable estimates for travel costs based on the nature of the technical proposal and proposed work for Years 2-5. The travel estimates should be broken out separately from the deliverables.

Note again that offerors may *not* include fee on travel.

4. Cost Accounting, Estimating, and Purchasing System Information

The offeror must include information on the status of its accounting system, estimating system, purchasing system. If these systems have been reviewed and approved by a Government Agency, include a copy of the approval letter. If they have not, offerors must state so and provide a justification for all proposed costs.

5. Breakdowns for Other Direct Costs and Other Resources

Offerors must submit proposed costs itemized for each task/subtask, as well as a total proposed cost for the entire work to be performed. The proposed budget for each task and subtask must indicate the number of hours being proposed for each staff person and breakdowns of direct charges for materials, supplies, consultants, equipment, telephone, copying, travel, and any other major budget items, as well as indirect cost rates used in preparing the cost estimate. Indirect cost rates shall be proposed in accordance with an offeror's current provisional billing rate agreement. A copy of current indirect rate agreements shall be provided in the business proposal.

The business proposal must also include costs itemized by project year.

6. Subcontractor Cost(s)

Offerors must submit its price/cost analyses of all subcontractors proposed whose costs exceed the threshold for certified cost or pricing data (as applicable). The following information must be addressed (as applicable):

- In accordance with FAR 52.215-22 Limitations on Pass-through Charges – Identification of Subcontract Effort, if applicable, if the Offeror intends to subcontract more than 70% of the total cost of work to be performed, the proposal must identify (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the subcontractor(s) and (ii) a description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

7. Labor Rates

Offerors shall submit proposals with fully loaded labor rates. Additionally, offerors must submit data that shows how the fully loaded rates are developed (e.g. base rate and any additional costs that comprise the loaded rate). Offerors are permitted to propose discounted rates to improve the competitiveness of their proposal. The labor mix and labor categories proposed must be consistent with the personnel proposed in the technical proposal.

Labor hours shall be proposed for the development of costs, in the event that it becomes necessary to extend the period of performance for up to 6 months beyond the stated period of performance, in accordance with FAR 52.217-8 Option to Extend Services.

This information may be submitted in chart form.

8. Consultant Costs

Any rate higher than \$800 per day for proposed consultants requires a written justification, as well as a statement from the proposed consultant that the proposed rate is what they have charged the Federal Government, or a state or local government within the past 12 months. The hourly rate used to develop the proposed consultant rates must also be provided.

9. Conflict of Interest (COI) and COI Plan

Offerors and all proposed consultants and subcontractors must complete the Conflict of Interest Certification contained in Section K of this solicitation, and include it in their business proposal.

Offerors must submit a Conflict of Interest Plan (Plan), providing details on its policies and procedures to identify and avoid potential organizational or personal conflicts of interest (or apparent conflicts of interest). The Plan must also address procedures taken to neutralize or mitigate such conflicts, if they have not been or cannot be avoided. The Plan should indicate that such policies and procedures are operative throughout the period of performance of the contract. The policies should address, at a minimum, gifts, outside activities financial interests, or other significant connections or identifications that would establish, or give the appearance of establishing, a conflict of interest. A method for periodically reviewing financial interests of employees, subcontractors and consultants, and their immediate families, in order to assess actual or apparent conflicts of interest should be included in the plan. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

The thoroughness, completeness, and effectiveness of the Plan will be evaluated as part of the offeror’s overall proposal. The Plan will be incorporated into the contract awarded to the successful offeror.

10. Small Business Subcontracting Plan

The Department values an approach where substantive work in a *meaningful capacity* is performed by small businesses more than an approach where only non-substantive work or supply line work is performed by small businesses. A meaningful capacity for substantive work includes work other than courier services, office supplies, or travel services. Therefore, a valued approach will be one which technical, analytical, data collection or significant services, for example, are performed by a small business.

Offerors must state the work to be performed by a small business(es), the name of the small business(es), the socio economic status of each small business concern, and the percentage of work proposed to be performed by each small business concern (by and for each year of performance). While subcontracting costs shall be described elsewhere in the Business Proposal, this information may not be in the subcontracting plan itself other than totals and percentages of total contract effort. Offerors shall submit a summary page with all subcontractors listed by total subcontracting dollars and percentages of subcontracting dollars. Ensure that the prime contractor is proposed to perform more than 50% of the work if the prime contractor is a small business.

All Offerors who are not designated as a small business in the stated NAICS Code for this requirement must submit a Small Business Subcontracting Plan for review, to satisfy the applicable requirements of 48 CFR 52.219-9 II. Offerors must submit the template and a small business subcontracting plan that contains all information and elements required by FAR 19.7.

The U.S. Small Business Administration (SBA) is the government agency responsible for ensuring that the Administration meets the statutorily defined goals for small business procurement. Each year, SBA negotiates with agencies

to establish individual agency goals that, in the aggregate, constitute the government-wide goals.

The Department's Fiscal Year 16 small business goals for *subcontracting* are shown below (note these numbers are different from the Department's goals for awards to small businesses):

All subcontracting small business goal figures are Percentage of Total Subcontract Dollars.

Subcontracting Small Business – 31%
Small Disadvantaged Businesses – 5%
Service Disabled Veteran Owned Small Businesses – 3%
Women Owned Small Business – 5%
Historically Under Utilized Business Zones – 3%

These goals are relevant to contractors because we strongly encourage each offeror to submit small business subcontracting plans that meet these subcontracting goals.

Offerors must also submit a copy of their subcontracting data using the Excel form included with this solicitation when submitting your proposal.

IV. Volume III: Past Performance (Page Limit: 25 Pages)

The Department will evaluate an offeror's past performance. Offerors shall submit narrative information about a selection of up to five of the offeror's most recent contracts (State, Federal, or private industry), grants, or other comparable project completed in the last three years or currently in process but beyond the first year of performance, which are of similar size, scope, complexity or, in any way, are relevant to the effort required by this solicitation in a separate Past Performance Proposal,

The contracts may include those entered into with the Federal Government, agencies of State and local governments and commercial customers. Contracts with the parent company or an affiliate of the offeror may not be used.

Offerors should submit brief summaries of such work and include the names, current affiliations, and current telephone numbers of the customer. All similar federal contracts should be included (up to five). Overlap between these and the references provided for key project personnel is acceptable.

The offeror shall provide information on problems encountered on the contracts and subcontracts identified above and corrective actions taken to resolve those problems. Offerors should not provide only general information on their performance on identified contracts.

The offeror may describe any quality awards or certifications that indicate the offeror produces high-quality services and products. If applicable, the offeror shall describe the

segment of the company, institution, or organization that received the award or certification and when it was bestowed. If the award or certification is more than three years old, the offeror shall present evidence that the qualifications still apply.

The offeror shall not include cost information for its current proposed technical solution in the past performance volume, but shall include this information in the business proposal. However, the offeror may include the value of each project described in the Past Performance Volume.

The Government reserves the right to contact past performance references to verify the information provided, and the Government also reserves the right to obtain past performance information from other sources such as PPIRS and eSRS. The Government may use eSRS information to determine the contractor's past performance as it relates to meeting small business subcontracting goals.

The formatting requirements for the Past Performance Volume are identical to those requirements for the Technical Volume.

(Reference 52.215-22)

L. 6 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(Reference 52.222-46)

L. 7 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Hybrid (Cost-Reimbursement and Fixed-Price) contract resulting from this solicitation.

(End of Provision)

L. 8 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from US Dept. of Education, 550 12th St. SW-7th Floor Washington, DC 20202

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L. 9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

(End of Provision)

L. 10 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

(Reference 52.252-3)

L. 11 3452.239-71 NOTICE TO OFFERORS OF DEPARTMENT SECURITY REQUIREMENTS (MAY 2011)

(a) The offeror and any of its future subcontractors will have to comply with Department security policy requirements as set forth in the "Bidder's Security Package: Security Requirements for Contractors Doing Business with the Department of Education" at: www.ed.gov/fund/contract/about/bsp.html.

(b) All contractor employees must undergo personnel security screening if they will be employed for 30 days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings," available at: www.ed.gov/fund/contract/about/acs/acsom5101.doc.

(c) The offeror shall indicate the following employee positions it anticipates to employ in performance of this contract and their proposed risk levels based on the guidance provided in Appendix I of Departmental Directive OM:5-101:

High Risk (HR): N/A

Moderate Risk (MR): Web Developer

Research Analyst

Principal Investigator

Low Risk (LR): All other positions

(d) In the event the Department disagrees with a proposed risk level assignment, the issue shall be subject to negotiation. However, if no agreement is reached, the Department's risk level assignment shall be used. The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause.

(End of Provision)

SECTION M
EVALUATION FACTORS FOR AWARD

M. 1 Evaluation Criteria & Rating Scale

1. Technical Proposal Evaluation Criteria

EVALUATION CRITERIA

Regional Educational Laboratory Program
ED-IES-15-R-0016

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Although price is an important factor, technical merit is significantly more important than price.

Best Value Methodology

A tradeoff methodology will be employed during the evaluation in order to identify the best value. Price/Cost will be an important factor; however, price/cost will be significantly less important than technical merit.

The Department will use the following factors to evaluate offers. The criteria are listed in descending order of importance:

Technical Evaluation Criteria – Summary of Criteria

Criteria
1. Quality and credibility of the technical approach
2. Technical and managerial qualifications and experience of the proposed project director and deputy director
3. Qualifications of the Non-Director/Non-Deputy Director project staff
4. Quality and feasibility of proposed plans contained within the three “Concept Papers” required in Appendix A
5. Soundness of the management plan and timelines
6. Organizational Capabilities, Experience, & Resources
7. Small Business Participation
8. Past performance

1. **Quality and credibility of the general technical approach**

- Demonstrates an understanding of the purpose and context of the contract, the major issues and objectives, potential challenges, and how a coherent body of REL work is the cumulative result of projects that fall under different tasks.
- Proposed approach for accomplishing each task and the full set of tasks in the core contract is complete and feasible within the proposed time frames. The timeline adequately accounts for the review process and challenges in obtaining data.
- Demonstrates a clear understanding of the needs of the region and proposes a reasonable and well thought-out solution about how best to serve those needs.
- Proposal demonstrates a clear and comprehensive knowledge of the skills, resources, and

strategies needed to complete the work. For example:

- Demonstrates an understanding of how to match an appropriate research design to a specific research question or set of questions.
- Demonstrates an understanding of What Works Clearinghouse (WWC) group design standards, including key elements of rigorous, causal research designs.
- Demonstrates an understanding of statistical sampling procedures and non-response analyses.
- Proposed plan for work reflects both the rigor of the REL program and the needs of the region
- Proposed plan presents a creative solution which maximizes the use of the funding allocated to that region
- Proposed plan is clearly written, coherent, well organized, and demonstrates a commitment to detail and high quality work

2. Technical and managerial qualifications and experience of the proposed project director and deputy director

- Together the Project Director and Deputy Director represent a combination of expertise in the areas of research, researcher-practitioner partnerships and project management.
- The proposal includes adequate time commitments for the project director and deputy director (defined in the Instructions to Offerors as 60% FTE for the Director during the first four years of the contract) and a combined FTE of the Director and Deputy Director of at least 1.4 FTE throughout the duration of the contract).
- Proposed Project Director and Deputy Director have relevant experience and education/training of in the following areas:
 - Experience planning and executing research-based technical assistance, training, and/or coaching to education stakeholders
 - Experience conducting high-quality, peer-reviewed, education research studies using causal and correlational research designs
 - Established connections with policymakers and education stakeholders within the region
 - Expertise in running large scale operations that are similar in scope and scale to the current requirement
 - Ability to adhere to project schedules, keep costs within budget, and manage the work of subcontractors
 - Familiarity with communicating complex scientific and technical information in a user-friendly and intuitive manner
 - Experience meeting the needs of multiple stakeholders with diverse interests

3. Qualifications of the Non-Director/Non-Deputy Director project staff

- Proposed key project staff have proposed adequate time commitments to this project (as defined in the Instructions to Offerors: Task 4 lead – 50% time throughout the contract, Task 5 lead – 60% time throughout the contract, Task 6 lead – 50% time throughout the contract).

- Proposed key project staff have combined experience and education/training in the following areas:
 - Capability to develop or maintain partnerships with key stakeholders to work on projects on a variety of topics
 - Content-area expertise
 - Experience working with state and local education agencies within the region
 - Experience working with state and local education policymakers and practitioners to conduct high quality, peer-reviewed research
 - Experience providing research-based technical assistance, training, and/or coaching to key education stakeholders, specifically building the capacity of stakeholders to understand and apply evidenced-based research.
 - Experience conducting high-quality, causal research and correlational research in order to answer key questions of policymakers and educators
 - Experience in conducting What Works Clearinghouse reviews of research.
 - Experience producing engaging tools for educators to use to improve practice
 - Experience producing graphic summaries of education research in easy-to-understand formats.
 - Experience communicating technical and complex ideas, in plain language to multiple stakeholders with limited technical expertise using a variety of dissemination formats
 - Experience developing website content to share complex information to a wide variety of audiences

4. Quality and feasibility of proposed plans contained within the three “Concept Papers” required in Appendix A (specific topic is assigned in the instructions to offerors)

- Concept papers address the assigned topic for the region and include a compelling justification for how the proposed projects will meet regional needs.
- Concept papers reflect targeted, realistic plans with feasible timeframes.
- Concept papers are consistent with the goals of the REL program (rigor, relevance, regional needs, and national application).
- The writing, reasoning, and overall conceptual plans proposed in the concept papers is of high quality and free from errors.
- Proposed project staff have the experience, expertise, and time available to complete the plans as proposed in the concept papers.

5. Soundness of the management plan and timelines

- Proposes a sound and feasible approach to assuring the quality of project work and products
- Proposes a project team that demonstrates an efficient use of staff with clearly defined lines of authority and responsibilities, and staff assignments match their expertise
- Demonstrates effective control of tasks and resource allocations that will ensure the timely completion of tasks/deliverables within the proposed budget
- Clear explanation of how problems will be solved and how the contractor will work to remedy them

- Provides evidence of strong corporate commitment to managerial oversight as evidenced by a clear and effective approach to problem identification and resolution, and/or a clear corporate structures for project oversight
- Has strong system for monitoring project budgets and expenditures
- Describes a clear and convincing quality control plan that will ensure that deliverables are timely, complete, free of errors, and demonstrate the level of effort needed to successfully complete the task

6. Organizational Capabilities, Experience, & Resources

- Demonstrates success in collaborating with other entities and partners, especially with multiple stakeholders with diverse interests
- Demonstrates experience with other government funded projects (including state and local government) of a similar scale, scope, and challenges
- Has a track record of recruiting and maintaining well-qualified researchers and staff

7. Small Business Participation

Small business participation evaluation is a two-part process. First, the Department will review and consider the extent to which the Offeror proposes *substantive* work for small business participation in a *meaningful capacity* to fulfill the requirements of the PWS. Second, the Department will utilize the following small business calculation tool. This tool will provide a number that the evaluation team will use to evaluate the small business subcontracting plan, and the Small Business Subcontracting Score is tied to thresholds described in the rating scale. It is possible to earn a score higher than 100, and exceeding this score does not represent a competitive advantage. Additionally the Department may *downgrade* your score if it determines that you did not propose substantive and meaningful work to subcontractors.

[TOOL ON NEXT PAGE]

	Achievement		Goal	Achievement Score		Weight		Weighted Performance
Small Business	0.00%	÷	25.50%	0.00%	x	40.00%	=	0.00%
Woman-Owned Small Business	0.00%	÷	5.00%	0.00%	x	10.00%	=	0.00%
Small Disadvantaged Business	0.00%	÷	5.00%	0.00%	x	10.00%	=	0.00%
Service Disabled Veteran Owned Small Business	0.00%	÷	3.00%	0.00%	x	20.00%	=	0.00%
HUBZone	0.00%	÷	3.00%	0.00%	x	20.00%	=	0.00%
				Small Business Subcontracting Score				0.00%

8. Past Performance

Past performance information is submitted that is relevant to the nature, scope and complexity of the work outlined in the PWS. Information received from the contractor is favorable, and does not contain any valid negative information. If no relevant information on past performance is available for an offeror, the offeror will not be evaluated favorably or unfavorably, but will receive a neutral rating for this criterion. If a contractor's past performance includes small business subcontracting, the Department will review the contractor's past performance in complying with the subcontracting plan goals for small disadvantaged business concerns.

Price:

Evaluation of the business proposal shall be conducted under the guidance of the assigned CO, and supported by the Contract Specialist (CS). However, the panel chair shall review the business volume.

Funding for the REL program is set by formula, and the Department will provide estimated contract values to the all offerors so that they may submit proposals that make the most of available funding. As a result, we do not anticipate that there will be variation in price between each offeror in a region. For this reason, the Department will evaluate the *component* price and level of effort of each element. For example, is Offeror A proposing to accomplish 10 [X] for a set price while Offeror B is only proposing to accomplish 4?

The evaluators will apply the following adjectival ratings to each individual criterion *except* the Small Business Participation criterion:

EVALUATION SCALE A: CRITERIA 1-6, 8	
EXCELLENT	The offeror's proposed solution exceeds specified performance or capability in a beneficial way to the Department. The solution does not contain inconsistencies or incompatibilities. The response to this criterion has multiple strengths in meeting the requirements and does not contain any deficiencies or significant weaknesses. Any weaknesses that exist are minor and can be easily remedied. The approach represents a low risk to the Department.
SATISFACTORY	The offeror's proposed solution meets the performance or capability standards. The solution contains minor or insignificant inconsistencies or incompatibilities. The response to this criterion has strengths and may or may not have weaknesses, but the strengths outweigh the weaknesses, and the criterion does not contain any deficiencies and no more than one significant weakness. The approach represents a medium risk to the Department.
MARGINAL	The offeror's proposed solution fails to meet some of the performance or capability standards. The solution contains inconsistencies. The response to this criterion may have strengths, but these strengths are offset by either significant weaknesses and/or deficiencies. Corrections of significant weaknesses and/or deficiencies could result in a satisfactory or excellent proposal. The approach represents a high risk to the Department.
UNSATISFACTORY	The offeror's proposed solution fails to meet the minimum performance requirements. The solution contains numerous inconsistencies, significant weaknesses, and/or deficiencies. The response to this criterion may contain strengths, however, any strengths are outweighed by the significant weaknesses and/or deficiencies. The response to this criterion requires extensive revision that amounts to a rewrite of the criterion in order to be satisfactory or excellent. The approach represents a high risk to the Department.

EVALUATION SCALE B: CRITERION 7: SMALL BUSINESS PARTICIPATION	
EXCELLENT	An offeror may earn a rating of Excellent based on the extent to which an offeror proposes meaningful and substantive small business work and the offeror's cumulative small business score is 76 or greater. <i>A small business that proposes as a prime contractor may automatically earn an excellent rating for the small business element</i>
SATISFACTORY	An offeror may earn a rating of Satisfactory based on the extent to which an offeror proposes meaningful and substantive small business work and the offeror's cumulative small business score is between 51 and 75.
MARGINAL	An offeror may earn a rating of Marginal based on the extent to which the offeror proposes meaningful and substantive small business work and the offeror's cumulative small business score is between 26 and 50.
UNSATISFACTORY	An offeror may earn a rating of Unsatisfactory based upon the extent to which the offeror proposes meaningful and substantive small business work and the offeror's cumulative small business score is between 0 and 25.